



Our Vision: Being Minnesota's favorite place.

Our Mission: Serve well. Deliver value. Drive results.

Our Values: Be responsible. Treat people right. Build a better future.

AGENDA

Crow Wing County Board of Commissioners Regular Meeting

05/26/2026

9:00 AM

County Board Room, 3rd Floor, Historic Courthouse, Brainerd MN

*Note: Times are approximate

The agenda has been published as shown below but is subject to change to include such business as may come before the Board.

ATTEND IN-PERSON OR BY MICROSOFT TEAMS (CALL 218-302-1725, CONFERENCE ID: 235 601 745#); LIVESTREAM AVAILABLE AT WWW.CROWWING.GOV OR ON THE CROW WING COUNTY YOUTUBE CHANNEL

ONE OR MORE MEMBERS OF THE COUNTY BOARD MAY ATTEND REMOTELY

1. **9:00 AM Call to Order and Pledge of Allegiance**
2. **Recognition of Retiring Employee Meg Sherman after 26 years**
3. **Open Forum**
4. **Review and Approve Minutes**
 - 4.1. May 12, 2026, Regular County Board Meeting Minutes
 - 4.2. May 20, 2026, Emergency County Board Meeting Minutes
5. **Review and Approve Agenda**
6. **Consent Agenda - Items are generally defined as items of routine business, not requiring discussion, and approved in one vote. Commissioners may elect to pull a Consent Agenda item(s) for discussion and/or separate action.**
 - 6.1. Bills
 - 6.2. Personnel Actions
 - 6.3. 2026 Amended and Reviewed Policies

- 6.4. Exempt Gambling Permits - Crow Wing County Fair
- 6.5. Exempt Gambling Permits - Crow Wing County Fair
- 6.6. Exempt Gambling Permit - Mission Township Firefighters Relief Association
- 6.7. 2026 3.2 Percent Malt Liquor License Renewal
- 6.8. 2026 3.2 Percent Malt Liquor License Renewal
- 6.9. 2026 Combination Liquor License Renewals
- 6.10. 2026 Club On Sale Liquor License Renewal
- 6.11. 2026 On-Sale Intoxicating Malt Liquor License Renewal
- 6.12. 2026 On Sale and Sunday Liquor License Renewals
- 6.13. 2026 Off Sale Liquor License Renewals
- 6.14. Abatements
- 6.15. Authorize Direct Sale to City of Brainerd / Set Sale Price / Reclassify as Non-Conservation
- 6.16. Central Services Roof Replacement Contract Awarding Approval
- 6.17. Highway 2027 CIP Plow Truck Early Order Budget Amendment
- 6.18. Sheriff's Office Unit 6584 Boat & Motor Replacement Budget Amendment
- 6.19. 2026 Crow Wing County Election Emergency Plan (Confidential) (Security)

7. **Community Services**

- 7.1. Resolution Declaring a Public Health Nuisance at 22103 Rebel Rd, Merrifield, MN 56465

8. **Land Services**

- 8.1. Cobblecrest Properties LLC – “Clearwater Point Second Addition” Final Plat

9. **County Sheriff**

10. **County Attorney**

11. **County Administrator**

12. **Additional Business**

13. **Adjournment**

For more information, call 218-824-1067
Crow Wing County Board of Commissioners meeting agendas are available online at
www.crowwing.gov

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Amber Berent

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: May 12, 2026, Regular County Board Meeting Minutes

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

Approve the minutes of the May 12, 2026, Regular County Board Meeting.

Approximate length of presentation:



**Crow Wing County
Board of Commissioners
Regular Meeting Minutes**

05/12/2026
9:00 AM

County Board Room, 3rd Floor, Historic Courthouse,
Brainerd MN

1. **9:00 AM Call to Order and Pledge of Allegiance**

Present: Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee

Absent: Steve Barrows

Also Present: County Administrator Deborah Erickson, County Attorney Kelsey Hopps, Administrative Coordinator Amber Berent

2. **Open Forum**

Mary Papas-Ladd spoke to the Board about rescinding the 287(g)-agreement signed by the Sheriff's Office.

Michell Pontius spoke to the Board regarding agenda item 5.8 which was later removed from the agenda.

Doug Kern spoke to the Board to say thank you for representing the county at the recent Township meeting, hiring quality staff in the county and for their support of law enforcement.

3. **Review and Approve Minutes**

3.1 April 28, 2026, Regular County Board Meeting Minutes

Approved the minutes of the April 28, 2026 regular County Board meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Paul Koering
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

4. **Review and Approve Agenda**

Removed item 5.8 - Withdraw Tracts on Available TF Land Sale List/Authorize Direct Sale to Crow Wing County HRA/Set Sale Price

Approved the agenda of the May 12, 2026 regular County Board meeting as amended.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Paul Koering
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

5. **Consent Agenda - Items are generally defined as items of routine business, not requiring discussion, and approved in one vote. Commissioners may elect to pull a Consent Agenda item(s) for discussion and/or separate action.**

5.9 - Commissioner Koering requested additional information which was provided by County Engineer Tim Bray.

5.11 - Commissioner Koering requested additional information which was provided by County Engineer Tim Bray.

Approved the following consent agenda.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jon Lubke
SECONDER:	Paul Koering
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

5.1 Bills

Approved the following expenditure listing for May 12, 2026, with the full listing available on file in the Office of the Administrative Services Director:

General Fund	\$312,596.05
Restricted & Committed Funds	124,991.62
Highway Fund	76,140.19
Community Services Fund	5,526.54
Solid Waste (Non-Landfill) Fund	30,626.25
Land Management Fund	10,147.59
Unorganized Territories Fund	31,959.62
Capital Projects Fund	569,069.96
Landfill Fund	7,095.10
State of Emergency	6,020.00
	\$1,174,172.92

5.2 Personnel Actions

Approved the Human Resource Report for Personnel Actions dated May 12, 2026, as on file.

5.3 Approve Setting Public Hearing Date for Reclassification and Intended Sale of Tax Forfeited Lands

Authorized the County Administrator to set a date for a public hearing to be held on July 14, 2026, at 9:05 am, to further allow the public to comment on the reclassification and intended sale of tax forfeited lands.

5.4 Exempt Gambling Permit - NWTF Central MN Gobblers

Approved the Minnesota Lawful Gambling Application for Exempt Permit for the NWTF Central MN Gobblers to be held on the date of June 26, 2026, at Oak Lawn Tavern, Oak Lawn

Township, subject to all State Laws and upon approval of said date, the applicant submitting a copy of reports required by the State.

5.5 Donations to the Mounted Patrol

Accepted a donation of \$250.00 from the Brainerd Jaycees to the Mounted Patrol.

5.6 Premises Gambling Permit - Mille Lacs Trails, Inc.

Approved the Minnesota Lawful Gambling Application for an On-Site Premises Permit for the Mille Lacs Trails, Inc. to be held at Twin Pines Resort, Garrison Township, subject to all State Laws and upon approval of said dates, the applicant submitting a copy of reports required by the State.

5.7 Off-Site Gambling Permit - Confidence Learning Center

Approved the Minnesota Lawful Gambling Application for an Off-Site Permit of Confidence Learning Center to be held on the dates of June 24 - 27, 2026, at BIR, Unorganized Territory, subject to all State Laws and upon approval of said dates, the applicant submitting a copy of reports required by the State.

5.9 Property Acquisition for Future Theater Road Extension

Approved Resolution **2026-32**: Property Acquisition for Future Theater Road Extension

5.10 Award Professional Services Contract for the Development of a SS4A Safety Action Plan SAP 018-589-001

Authorized entering into professional services Contract 26022 between Crow Wing County and Bolton & Menk, Inc. for the development of a Crow Wing County Safe Streets for All Safety Action Plan. Authorized the County Engineer to sign the Contract 26022 and any future amendments, subject to review as to form and execution by the County Attorney.

5.11 Award Contract for 2026-2029 County Ditch 13 Maintenance Services C.P. 18-200-170

Authorized entering into Contract 26020 between Crow Wing County and Holmwig Excavating, LLC of Crosby, MN for County Ditch 13 Maintenance Services effective 05/16/26 through 06/30/2029. Authorized the County Engineer to sign Contract 26020 and any future amendments, subject to review as to form and execution by the County Attorney.

5.12 Award Contract for Contract No. 26006 for Project SP 018-666-003 (CSAH 66 Bridge Rehabilitation)

Authorized entering into a contract between Ti-Zack Concrete, LLC and Crow Wing County in the amount of \$778,775.55 for Project SP 018-666-003 (Bridge Rehabilitation on CSAH 66 over Daggett Brook) and authorized the Chair of the County Board and County Administrator to sign said contract subject to review by the County Attorney.

5.13 State of MN - Joint Powers Agreement for DOC Intensive Supervised Release

Authorized entering into a joint powers agreement between Crow Wing County - Crow Wing County Sheriff's Office and the State of Minnesota, acting through its Commissioner of Corrections for state offenders under the Department of Corrections' Intensive Supervised Release (ISR) release status, effective April 30, 2026, through June 30, 2027, and the Chair and County Administrator are authorized to sign said agreement, subject to review as to form and execution by the County Attorney.

6. **Human Resources**

6.1 Labor Agreement - Law Enforcement Labor Services, Inc. Local 13

Authorized entering in a Labor Agreement between Crow Wing County and Law Enforcement Labor Services, Inc. Local 13 representing 911 Telecommunicators effective January 1, 2026, through December 31, 2028, and the Chair, Human Resources Manager, and County Administrator are authorized to sign said agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jamie Lee
SECONDER:	Paul Koering
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

7. **Land Services**

7.1 Proposed TIF District No. 16 Trident – City of Baxter

Provided no comment at this time on the proposed Tax Increment Financing District No. 16 Trident - City of Baxter, and in accordance with Minnesota Statute 469.175, waived the 30-day review period; and further, although there is no comment at this time, the County Board is concerned about the impact on individual taxpayers arising out of public support of these projects through Tax Increment Financing.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jon Lubke
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

8. **Unorganized Territory**

8.1 Award Contract for 2026-2029 FAD Roadway Maintenance Services C.P. 18-300-064

Authorized entering into Contract 26018 between Crow Wing County and Holmwig Excavating, LLC of Crosby, MN for First Assessment District roadway maintenance services effective 05/16/26 through 06/30/2029. Authorized the County Engineer to sign Contract 26018 and any future amendments, subject to review as to form and execution by the County Attorney.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Paul Koering
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

8.2 Award Contract for 2026-2029 SAD Roadway Maintenance C.P. 18-400-007

Authorized entering into Contract 26019 between Crow Wing County and Holmwig Excavating, LLC of Crosby, MN for Second Assessment District roadway maintenance services effective 05/16/26 through 06/30/2029. Authorized the County Engineer to sign Contract 26019 and any future amendments, subject to review as to form and execution by the County Attorney.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Paul Koering
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

9. **County Sheriff**

County Sheriff Eric Klang gave an update.

10. **County Attorney**

11. **County Administrator**

11.1 Senior Management Team Report

County Administrator Deborah Erickson provided an update on behalf of the Senior Management Team.

12. **Additional Business**

ADD Oppose SF 5166 - Establishment of a Workgroup on Ending Land Disposal of Mixed Municipal Solid Waste

Sent a letter to the state delegation stating Crow Wing County's opposition to Senate Bill 5166 - Establishing a working group on ending land disposal of mixed municipal solid waste.

RESULT:	APPROVED
MOVER:	Jamie Lee
SECONDER:	Paul Koering
AYES:	Rosemary Franzen
NAYS:	Jon Lubke
ABSENT:	Steve Barrows

13. **Adjournment**

Adjourned the meeting at 10:22 AM.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Paul Koering
SECONDER:	Jon Lubke
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

Rosemary Franzen, Chair
Board of County Commissioners

Deborah A. Erickson
County Administrator

Prepared by Amber Berent

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: May 12, 2026

Resolution: 2026-32

OFFERED BY COMMISSIONERS: Lubke and Koering

AYES: Koering, Lubke, Barrows, Franzen, Lee;

**RIGHT-OF-WAY ACQUISITION FOR
THEATER ROAD FUTURE EXTENSION**

WHEREAS, Theater Road is a First Assessment District (FAD) roadway that was established as a town road in 2022 as part of a joint project between Crow Wing County and MnDOT to increase safety on the TH 371 corridor, and

WHEREAS, at approximately the same time that Theater Road was being constructed, the property at the north terminus of Theater Road was being developed and platted, and

WHEREAS, discussions between the County and the developer led to a mutual agreement that a corridor would be platted that would allow for the future northerly extension of Theater Road through the Plat of Irish Pines and an eventual connection to CR 126 (Green Gables Road), and

WHEREAS, negotiations for the portion of the developer's property needed to preserve the corridor for future use have been completed.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners hereby authorizes the County Engineer to acquire the property necessary (shown as FRONTAGE ROAD on the Plat of Hartley Lake Storage) to preserve a future corridor for the public good, and

BE IT FURTHER RESOLVED, the Board of Commissioners of Crow Wing County, Minnesota, hereby authorizes the County Board Chair and Administrative Service Director to sign the Deed transferring ownership to Crow Wing County, and

BE IT ALSO RESOLVED, that the acquired property will be funded by a combination of County Levy and First Assessment District funds due to both the County and FAD roadway systems benefiting from the future extension of Theater Road.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on May 12, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 26th day of May 2026.

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Amber Berent

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: May 20, 2026, Emergency County Board Meeting Minutes

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

Approve the minutes of the May 20, 2026 Emergency County Board Meeting.

Approximate length of presentation:



**Crow Wing County
Board of Commissioners
Emergency Meeting Minutes**

05/20/2026
9:00 AM

County Board Room, 3rd Floor, Historic Courthouse,
Brainerd MN

1. 9:00 AM Call to Order and Pledge of Allegiance

Chair Franzen called the meeting to order at 9:00 AM and called for participation in the Pledge of Allegiance followed by a moment of silence.

Present: Jon Lubke (remote), Steve Barrows, Rosemary Franzen, Jamie Lee

Absent: Paul Koering

Also Present: County Administrator Deborah Erickson, County Attorney Kelsey Hopps, Administrative Coordinator Amber Berent

2. Flanders Wild Fire

2.1 Sheriff's Office Update

Emergency Management Director Clayton Barg and Sheriff Eric Klang provided an update.

2.2 Public Health/Red Cross Update

Health Educator Jacklin Steege and Community Services Division Manager Gina Heyer provided an update.

2.3 County Highway/Engineering Update

County Engineer Tim Bray provided an update.

2.4 Environmental Services Supervisor Update

- Authorize Special Timber Auction for June 1st, 2026, at 8:00am in the Land Services Meeting Room 1 & 2.

Approved Resolution **2026-33** (attached): Authorize Special Timber Auction for June 1st, 2026, at 8:00am in the Land Services Meeting Room 1 & 2.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jamie Lee
SECONDER:	Steve Barrows
AYES:	Rosemary Franzen
ABSENT:	Paul Koering
ABSTAINED:	Jon Lubke

2.5 Resolution Renewing Declaration of Local Emergency and Local Disaster Related to the Flanders Wildfire

Approved Resolution **2026-34** (attached): Renew Declaration of Local Emergency and Local Disaster Related to the Flanders Wildfire

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steve Barrows
SECONDER:	Jamie Lee
AYES:	Rosemary Franzen
ABSENT:	Paul Koering
ABSTAINED:	Jon Lubke

3. **Adjournment**

Adjourned the meeting at 9:39 AM.

RESULT:	ADJOURNED [UNANIMOUS]
MOVER:	Steve Barrows
SECONDER:	Jamie Lee
AYES:	Rosemary Franzen
ABSENT:	Paul Koering
ABSTAINED:	Jon Lubke

Rosemary Franzen, Chair
Board of County Commissioners

Deborah A. Erickson
County Administrator

Prepared by Amber Berent

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: May 20, 2026

Resolution: 2026-33

OFFERED BY COMMISSIONERS: Lee and Barrows

AYES: Barrows, Franzen, Lee **ABSENT:** Koering; **ABSTAINED:** Lubke

AUTHORIZING SPECIAL TIMBER SALE

WHEREAS, it is deemed to the best interests of the County of Crow Wing, State of Minnesota, that certain timber on said lands be sold for cash, subject to timber scale, in the manner provided by Minnesota Statute 282.04.

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of Crow Wing County, Minnesota, authorizes and directs the Land Services Director to sell to the highest bidder for cash, at not less than the value determined by the Board of Commissioners, and reserving the right to reject any or all bids, timber located on each of the tracts of land described in the list on file in the Land Services Department.

BE IT FURTHER RESOLVED additional conditions of the sale are governed by the County Board Resolution adopted January 11, 2005.

BE IT FURTHER RESOLVED notice of a regular sale of such timber has been given by publication in the manner provided by Minnesota Statute 282.04, that the Land Services Director of Crow Wing County offer such timber for sale in the order in which they appear in said notice of sale and such sale shall commence on June 1, 2026 at 8:00 a.m. in Meeting Rooms 1 & 2, Lower Level, Land Services Building, Brainerd, Minnesota.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on May 20, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 26th day of May 2026.

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: May 20, 2026

Resolution: 2026-34

OFFERED BY COMMISSIONERS: Barrows and Lee

AYES: Barrows, Franzen, Lee **ABSENT:** Koering; **ABSTAINED:** Lubke

**Resolution Renewing Declaration of Local Emergency and Local Disaster Related to the Flanders
Wildfire**

WHEREAS, on May 17, 2026, Crow Wing County declared a State of Local Emergency and State of Local Disaster pursuant to Minnesota Statutes § 12.29 due to the Flanders wildfire that began in Crow Wing County on May 16, 2026; and

WHEREAS, the Flanders wildfire caused significant property and environmental damage and continues to pose a significant threat to the health, safety, and welfare of the residents of Crow Wing County; and

WHEREAS, Crow Wing County and affected municipalities continue conducting Damage and Impact Assessment activities for submission to Minnesota Homeland Security and Emergency Management (HSEM) to determine eligibility for fire management assistance grants and state public disaster assistance in accordance with Minnesota Statutes §§ 12.29 and 12B.30; and

WHEREAS, the continued existence of emergency conditions requires that Crow Wing County maintain and extend its local emergency and disaster declaration in order to continue response, recovery, coordination, and assistance efforts;

NOW, THEREFORE, BE IT RESOLVED, pursuant to Minnesota Statutes § 12.29, that the Crow Wing County Board of Commissioners hereby renews and extends the State of Local Emergency and State of Local Disaster due to conditions resulting from the Flanders wildfire beginning May 16, 2026, and continues to request state public disaster assistance in accordance with Minnesota Statutes §§ 12.29 and 12B.30 for any eligible wildfire response and recovery activities.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on May 20, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 26th day of May 2026.

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Amber Berent

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: Bills

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Human Resources

Amy Fischer

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: Personnel Actions

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

To approve the Human Resource Report for Personnel Actions dated May 26, 2026, as on file.

Approximate length of presentation:



Human Resource Report Personnel Actions May 26, 2026

Replacement Staffing

Classification Title: Family Services Supervisor

Department: Community Services

Reason for Vacancy: Departure of Patrick Sharbonda May 22, 2026

Personnel Committee: Yes

Classification Title: 911 Telecommunicator

Department: Sheriff's Office

Reason for Vacancy: Promotion of Estevan Cortinas May 23, 2026

Personnel Committee: Yes

Hires

Name: Blair Mileski

Classification Title: 911 Telecommunicator

Department: Sheriff's Office

Start Date: July 13, 2026

Reason for Vacancy: Promotion of Estevan Cortinas May 23, 2026

Name: Andrea Webster

Classification Title: Property Assessor in Training

Department: Land Services

Start Date: June 15, 2026

Reason for Vacancy: Departure of Jason Dann April 23, 2026

Promotions/Movement

Name: Estevan Cortinas

Classification Title: 911 Telecommunications Supervisor

Department: Sheriff's Office

Start Date: May 23, 2026

Reason for Vacancy: Departure of Margaret Sherman June 1, 2026

Departures

Name: Anthony Brill

Classification Title: Correctional Officer

Department: Sheriff's Office - Jail

Date of Departure: May 20, 2026

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Finance

Nancy Malecha

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: 2026 Amended and Reviewed Policies

PREVIOUS ACTION:

Procurement Policy amended on December 16, 2025.

COMMENTS:

The Government Finance Officers Association recommends the implementation of formalized policies as a best practice of both public and private organizations and other agencies such as Standard and Poor and the Office of the State Auditor recognize the value of County Board approved policies. In response to these recommendations, the Administrative Services Finance Division has adopted County-wide financial policies to guide and adhere to best practices while also aligning with the County goals and objectives. Policy revisions are attached for the County Board's consideration and proposed changes are noted in colored font and as strikethroughs for the following policies.

Procurement Policy

RECOMMENDED BOARD ACTION:

Approve the policy revisions as recommended by the Administrative Services Finance Division and the Budget Committee.

Approximate length of presentation:



PROCUREMENT POLICY

CROW WING COUNTY BRAINERD, MINNESOTA

Adopted by County Board
November 12, 2013

Amended ~~May~~December ~~12~~6, 2025

Our Vision: Being Minnesota's favorite place.

Our Mission: Serve well. Deliver value. Drive results.

Our Values: Be responsible. Treat people right. Build a better future.

PROCUREMENT POLICY

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I. PROCUREMENT POLICY STATEMENT OF PURPOSE

The purpose of this policy is to provide County departments, citizens, and vendors with purchasing and contracting services of the highest professional standards in accordance with state and federal laws and regulations. This policy will also guide County employees in the purchase of items at the best price and quality, promote and maintain a good working relationship with suppliers, and emphasize cooperation between and among departments in identifying and implementing standardized organizational programs to save time and money.

II. SCOPE

This policy applies to all procurement procedures for all departments of the County, unless otherwise stated.

III. OBJECTIVES OF THE PURCHASING SYSTEM

A. LIFECYCLE COSTING

In addition to the initial purchase price, the County will consider long-term value by taking into account the long-term maintenance, operating costs, and other indirect costs of a purchase.

B. QUALITY

The County will strive to secure goods and services at the lowest lifecycle cost possible proportionate with quality requirements.

C. FULL AND OPEN COMPETITION

The County maintains a policy of full and open competition, where all responsible sources are permitted to compete in the purchasing process.

D. BUSINESS ETHICS AND CONFLICT OF INTEREST

County employees in a position to procure goods or services will abide by the County's [Business Ethics and Conflict of Interest policy](#), located within the County's [Human Resources Policy and Procedures Manual](#). This provision includes an employee's documentation of potential and actual conflicts of interest as part of the County's Conflict of Interest Certification.

IV. PROCUREMENT AUTHORITY

Procurement is under the broad direction of the Financial Services Division of the Administrative Services Department. Authority to procure products and services is granted to each department head and his/her official designee(s). Department heads are authorized to sign contracts not requiring County Board approval. Department heads or their designee(s) are required to maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

V. PROCUREMENT GUIDELINES

A. PROCUREMENT OF SOFTWARE OR TECHNOLOGY

In any consideration of the purchase of software or technology, a department must consult with IT as early in the process as feasible, in order to ensure the new software or technology is one that is able to be supported by the County. The department must also work with IT to consider any ongoing or future maintenance fees, license fees, upgrade fees, or other known fees. Quotation and bid requirements for software or technology are the same as those for professional services.

B. CONTRACT RENEWALS

A department head or their designee(s) is granted the authority to renew a contract provided that the only change is to the term of the contract (i.e., length of service, charges). Should the contract contain changes in the verbiage of the contract or in the description of services provided, the renewal must be treated as a new contract and follow procedures detailed in this policy.

Contracts for Community Services that are otherwise required to obtain County Board approval are excluded from this provision.

C. BEST VALUE PROCUREMENT

As an alternative to bidding, the County may elect a “best value” procurement process for construction, building, alteration, improvement, or repair work. If such a method is used, the County will solicit Request for Proposals (RFPs). The County will comply with all requirements for best value procurement under Minn. Stat. § 16C.28.

D. RESPONSIBLE BIDDER

Awards shall be made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to matters such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. COUNTY ISSUED CREDIT CARDS

The County has elected to issue certain County employees a County credit card under Minn. Stat. § 375.171. The [Request for Credit Card](#) form will be completed by the department head and submitted to Financial Services for approval and processing. Credit limits will be set by Financial Services without exception. Purchases exceeding these limits will not be allowed; personal use of the credit card is prohibited. See the *Credit Card Policy* for additional guidance.

F. LEASES

Any department considering entering into a lease agreement shall consult with Financial Services to ensure no similar lease is already in place, and to ensure the best pricing can be obtained.

VI. EXCEPTIONS TO BIDDING

A. COOPERATIVE PURCHASES AND FEDERAL EXCESS AND SURPLUS PROPERTY

Crow Wing County is a member of the Joint Purchasing Cooperative with the State of Minnesota. Purchases from State Contracts are excluded from bid process procedures, but are still required to obtain County Board approval when over the applicable dollar value.

The County is also a member of Sourcewell, and Resource Training & Solutions. These agreements allow the County to utilize nationwide contracts. Such purchases are also excluded from bid process procedures but are still required to obtain County Board approval when over the applicable dollar value.

Departments are encouraged to use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

B. ADVANCE ORDERING

Crow Wing County utilizes the State of Minnesota Joint Purchasing Cooperative to purchase Fleet Vehicles and Equipment. Vendor contracts that are available through the Joint Purchasing Cooperative open and close on timelines that are inconsistent with one another and do not align with the County's annual budget cycle resulting in procurement delays and limiting the ability to initiate procurement activities in a timely manner.

Therefore, the Fleet Manager is authorized to place advance orders for common fleet items included in the County's Capital Improvement Plan on an ongoing basis with all such recommended purchases subject to ongoing review and approval by the County Administrator.

B.C. SOLE SOURCE/BRAND PROCUREMENT

Sole source/brand purchasing minimizes or eliminates competition and should be avoided whenever possible. Sole source requests should not be made unless the department is confident that the request is reasonable, appropriately justified to meet the County's requirements, and can withstand a possible audit or other public scrutiny. These purchases are excluded from standard bid process procedures but are still required to obtain County Board approval when over the applicable dollar value.

Procurement through solicitation of a quote, proposal, or bid from only one source may only be used when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public need or emergency will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency of pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the County (applies to Federal funds only); or
- (4) After solicitation of a number of sources, competition is determined inadequate.

C.D. STANDARDIZATION

When supplies, equipment, or services are uniformly adopted or otherwise standardized, or when an item is designed to match others in use by the County, the purchase may be exempt from bidding requirements or may be made with limited competition to distributors of the manufacturer of the standardized item. Compatibility issues between differing technologies will also be considered for exception.

D.E. EMERGENCIES

A valid emergency is one where the items purchased or services provided are *immediately necessary* for the continued operation of the office or department involved; OR are immediately necessary for the preservation of life or property. An emergency need is one that could not have been foreseen. Failure to procure an item or service on time does *not* constitute a valid emergency. The County shall comply with Minn. Stat. § 375.21 and 375.22 for emergency procurements.

VII. PROCUREMENT WITH NON-FEDERAL FUNDING

A. PROCUREMENT THRESHOLDS AND METHODS OF PROCUREMENT

All departments shall comply with the following policies regarding the purchase of commodities and services when the funding source is anything other than federal dollars, subject to other requirements per state grant agreements, or other agreements. Contract requirements shall not be artificially divided to avoid bidding requirements. All departments of the County shall comply with Minn. Stat. § 471.345, follow the County's Procurement Procedures, and use the Procurement Checklist .

1. PROCUREMENT OF COMMODITIES OR CONSTRUCTION

\$1 - \$5,000

Competitive bidding is not required and department heads or their designee(s) shall handle purchases for commodities. Purchases may be made on the open market and may be procured using a County issued credit card if applicable and within the holder's limit. The County shall make an effort to ensure the lowest acceptable price is received; a minimum of two written quotes or bids is preferred but not required. Verbal quotes are acceptable if they are documented in writing. The department may engage in direct negotiation with vendors. Any quotation or bid support shall be scanned for retention and maintained by the department for a period of at least one year in accordance with Minn. Stat. § 471.345, subd. 5.

\$5,001 - \$25,000

A minimum of two written quotes or bids is required and departments may engage in direct negotiation with vendors. Department heads or their designee(s) are responsible for initiating the procurement process and complying with procurement policies and procedures. Supporting quotation or bid information will be scanned for retention and maintained by departments for a period of at least one year in accordance with Minn. Stat. § 471.345, subd. 5. The procurement is awarded based on the lowest quote or to the lowest responsive, responsible bidder.

\$25,001 - \$175,000

Procurement of commodities may be made either through bid process or by direct negotiation. The County must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source, per Minn. Stat. § 471.345 sub. 15. The County shall attempt to obtain a minimum of two quotes or bids. All quotes or bids must be written and will be scanned for retention, and all parties will be notified in writing of the outcome. The department will maintain supporting quotation or bid documents for a period of at least one year in accordance with Minn. Stat. § 471.345, subd. 5. The procurement is awarded based on the lowest quote or to the lowest responsive, responsible bidder. Notification to the County Board is required for contracts exceeding \$100,000.

\$175,001 and up

The County must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source, per Minn. Stat. § 471.345 subd. 15. If purchases through the state's cooperative purchasing agreement are not feasible, the County

shall undergo a formal sealed bid process. County Board approval is required for public advertisement for the receipt of sealed bids. All sealed bids must go through the originating department. Final bid award will be made by the County Board, and the contract will be approved by the County Board. Bid documentation will be maintained for a period of at least ten years after project completion and will include, but is not limited to, rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

2. PROCUREMENT OF SERVICES

All service contracts of any dollar amount shall have a legal review, due to potential County liability. Contracts for Community Services that are otherwise approved by the County Board are excluded from this requirement. Quotation/bid procedures for service contracts vary depending upon whether the contract is for a *biddable service* or a *professional service*.

a. BIDDABLE SERVICES

The following services shall comply with procurement requirements for commodities as detailed above, in accordance with Minn. Stat. § 471.345:

- (1) Services related to the manufacture, construction, alteration, or repair of personal property such as computers, copy machines, automobiles, machinery, and other equipment;
- (2) Services related to the maintenance of real or personal property; or
- (3) Other non-technical services which are typically acquired through the bidding process, such as janitorial services, waste disposal services, etc.

Any contract for the procurement of a biddable service in excess of \$100,000 annually shall be approved by the County Board. All service contracts shall be maintained in the originating department.

b. PROFESSIONAL SERVICES

A contract for professional services is a contract that *does not change the property*. Professional services include architectural and engineering services; other professional and technical services that are intellectual in character, including consultation, analysis, evaluation, predication, planning, programming, or recommendation, and result in production of a report of the completion of a task.

The County will consider all factors that any reasonable purchaser would use in selecting the greatest value for cost that will achieve the desired outcomes in purchasing professional services. The method of vendor selection that will reasonably consider the maximum number of appropriate service providers and proposals will be used. Vendor selection will be on the basis of predetermined criteria by knowledgeable individuals.

Any contract for the procurement of a professional service in excess of \$50,000 annually shall be approved by the County Board. All service contracts shall be maintained in the originating department.

VIII. PROCUREMENT WITH FEDERAL FUNDING

All departments shall comply with the following policies when the funding source is either direct or pass-through federal dollars. Contract requirements shall not be artificially divided to avoid bidding requirements. All departments of the County shall comply with Minn. Stat. § 471.345 and 2 CFR 200.317 – 200.326, follow the County’s Procurement Procedures, and use the Procurement Checklist.

A. PROCUREMENT THRESHOLDS AND METHODS OF PROCUREMENT

1. PROCUREMENT OF COMMODITIES OR CONSTRUCTION (2 CFR 200.320)

\$1 - \$5,000

Competitive bidding is not required and department heads or their designee(s) shall handle purchases for commodities or construction. Purchases may be made on the open market, and may be procured using a County issued credit card if applicable and within the holder’s limit. The County shall make an effort to ensure the lowest acceptable price is received; a minimum of two written quotes or bids is preferred, but not required. Verbal quotes are acceptable if they are documented in writing. Where practicable, the County will distribute these types of purchase equitably among qualified suppliers. Any quotation or bid support shall be maintained by the department for a period of at least one year in accordance with Minn. Stat. § 471.345, subd. 5.

\$5,001 - \$25,000

A minimum of two written quotes or bids is required. Department heads or their designee(s) are responsible for initiating the procurement process and complying with procurement policies and procedures. Supporting quotation or bid information will be maintained by departments for a period of at least one year in accordance with Minn. Stat. § 471.345, subd. 5. The procurement is awarded based on the lowest quote or to the lowest responsive, responsible bidder.

\$25,001 - \$175,000

Procurement of commodities may be made either through bid process or by direct negotiation. The County must consider the availability, price and quality of supplies, materials, or equipment available through the state’s cooperative purchasing venture before purchasing through another source, per Minn. Stat. § 471.345 sub. 15. The County shall attempt to obtain a minimum of two quotes or bids. All quotes or bids must be written and will be scanned for retention, and all parties will be notified in writing of the outcome. The department will maintain supporting quotation or bid documents for a period of at least one year in accordance with Minn. Stat. § 471.345, subd. 5. The procurement is awarded based on the lowest quote or to the lowest responsive, responsible bidder. Notification to the County Board is required for contracts exceeding \$100,000.

\$175,001 and up

The County must consider the availability, price and quality of supplies, materials, or equipment available through the state’s cooperative purchasing venture before purchasing through another source, per Minn. Stat. § 471.345 subd. 15. If purchases through the state’s cooperative purchasing agreement are not feasible, the County shall undergo a formal sealed bid process. County Board approval is required for

public advertisement for the receipt of sealed bids. All sealed bids must go through the originating department. Final bid award will be made by the County Board, and the contract will be approved by the County Board. Bid documentation will be maintained for a period of at least ten years after project completion and will include, but is not limited to, rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

2. BIDDABLE SERVICES

The following services shall comply with procurement requirements for commodities as detailed above in VIII.A.1., in accordance with Minn. Stat. § 471.345 and 2 CFR 200.317 – 200.326:

- (1) Services related to the manufacture, construction, alteration, or repair of personal property such as computers, copy machines, automobiles, machinery, and other equipment;
- (2) Services related to the maintenance of real or personal property; or
- (3) Other non-technical services which are typically acquired through the bidding process, such as janitorial services, waste disposal services, etc.

Any contract for the procurement of a biddable service in excess of \$100,000 annually shall be approved by the County Board. All service contracts shall be maintained in the originating department.

3. PROFESSIONAL SERVICES

A contract for professional services is a contract that *does not change the property*. Professional services include architectural and engineering services; other professional and technical services that are intellectual in character, including consultation, analysis, evaluation, predication, planning, programming, or recommendation, and result in production of a report of the completion of a task.

The County will consider all factors that any reasonable purchaser would use in selecting the greatest value for cost that will achieve the desired outcomes in purchasing professional services. The method of vendor selection and contract negotiation that will reasonably consider the maximum number of appropriate service providers and proposals will be used. Vendor selection will be on the basis of predetermined criteria by knowledgeable individuals.

Any contract for the procurement of a professional service in excess of \$50,000 annually shall be approved by the County Board. All service contracts shall be maintained in the originating department.

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply in accordance with 2 CFR 200.320:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;

- (3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (4) The County may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. This method, where price is not used as a selection factor, can only be used in procurement of A/E professional services.

B. COMPETITION

All procurement transactions must be conducted in a manner providing full and open competition in accordance with 2 CFR 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business.
- (2) Requiring unnecessary experience and excessive bonding.
- (3) Noncompetitive pricing practices between firms or between affiliated companies.
- (4) Noncompetitive contracts to consultants that are on retainer contracts.
- (5) Organizational conflicts of interest.
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement.
- (7) Any arbitrary action in the procurement process.

The County will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those areas where applicable Federal statutes expressly mandate or encourage geographical preference.

C. SUSPENSION OR DEBARMENT

The County will not engage in a contract with any vendor that is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The County will verify vendors are eligible by:

- (1) Checking SAM exclusion (2 CFR 200 Appendix II (H)), or
- (2) Collecting a certification from the vendor (2 CFR 180.300), or
- (3) Adding a clause or condition to the contract (2 CFR 180.300).

D. CONTRACT REQUIREMENTS

2 CFR 200 Appendix II requires contracts let under federal funding to contain certain clauses or meet certain criteria, as follows:

- (1) Contracts over the simplified acquisition threshold must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- (2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the County, including the manner by which it will be affected and the basis for settlement.

- (3) All contracts that meet the definition of “federally assisted construction contract” under 41 CFR Part 60 must include the equal opportunity clause provided under said statute.
- (4) When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the County must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The County must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The County must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act, as supplemented by the Department of Labor regulations. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to the Federal awarding agency.
- (5) Where applicable, all contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases or supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (6) If the federal award meets the definition of a “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (7) A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (8) Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the County to agree to comply with all applicable standards, orders or

regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (9) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- (10) The County and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. These requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (2 CFR 200.322)

E. COST OR PRICE ANALYSIS

A cost or price analysis must be performed for every procurement action, including contract modifications in accordance with 2 CFR 200.324. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the County must make independent estimates before receiving bids or proposals. Additionally, the cost plus a percentage of cost, and the percentage of construction cost methods of contracting must not be used.

F. TIME AND MATERIAL CONTRACTS

The County may use time and material type contracts only after a determination is made that no other contract is suitable and only if the contract includes a ceiling price that the contractor exceeds at its own risk. The County must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

G. RESPONSIBILITY

The County alone is responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the County of any contractual responsibilities under its contracts. The federal awarding agency will not substitute its judgement for that of the County unless the matter is primarily a federal concern. [2 CFR 200.318(k)]

IX. PROCUREMENT POLICY ADOPTION

The County's Procurement Policy shall be adopted by resolution of the County Board. The policy shall be reviewed on a biennial basis by the Budget Committee and any modifications made thereto must be approved by the County Board.

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Jory Danielson

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: Exempt Gambling Permits - Crow Wing County Fair

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

To support the Minnesota Lawful Gambling Application Exempt Permit for the Crow Wing County Fair Association to be held on the dates of August 4, 2026 to August 8, 2026, at the Crow Wing County Fairgrounds, Town of Oak Lawn. Subject to all State Laws and upon approval of said dates, the applicants submitting a copy of reports required by the State.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Jory Danielson

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: Exempt Gambling Permits - Crow Wing County Fair

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

To support the Minnesota Lawful Gambling Application Exempt Permit for the Blake's Beacon to be held on the dates of August 4, 2026 to August 8, 2026, at the Crow Wing County Fairgrounds, Town of Oak Lawn. Subject to all State Laws and upon approval of said dates, the applicants submitting a copy of reports required by the State.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Jory Danielson

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: Exempt Gambling Permit - Mission Township Firefighters Relief Association

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

Support the Minnesota Lawful Gambling Application for an Exempt Permit for the Mission Township Firefighters Relief Association. To be held on 08/15/2026 at Mission Township Fire Hall, Mission Township, subject to all State Laws and upon approval of said date, the applicant submitting a copy of reports required by the State.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Jory Danielson

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: 2026 3.2 Percent Malt Liquor License Renewal

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

To approve the 2026 renewal 3.2 Percent Malt Liquor License Application of Up North Inc. DBA Sullivans Resort & Campground, Unorganized Territory, subject to recommendation by the County Attorney and County Sheriff, subject to all state requirements and any delinquent taxes being paid and authorize the Administrative Services Director to issue said License.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Jory Danielson

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: 2026 3.2 Percent Malt Liquor License Renewal

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

To approve the 2026 renewal 3.2 Percent Malt Liquor License Application of Wings Airport Café, LLC DBA Wings Airport Café, as recommended by the Town of Oak Lawn, County Attorney and County Sheriff, subject to all state requirements and any delinquent taxes being paid and authorize the Administrative Services Director to issue said License.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Jory Danielson

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: 2026 Combination Liquor License Renewals

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

To approve the attached 2026 renewal Combination (On Sale Sunday and Off Sale) Liquor License Applications, as recommended by the appropriate Town Boards, subject to recommendation by the County Attorney and County Sheriff, subject to all State requirements and any delinquent taxes being paid and authorize the Administrative Services Director to issue said Licenses.

Approximate length of presentation:

2026 COMBINATION LIQUOR LICENSES- TO BOARD

To Board: MAY 26, 2026

Township	Applicant	Business
FIRST ASSESSMENT	LAKES AREA DIVERSIFIED INVESTMENTS, INC.	BADA-BOOM
PERRY LAKE	BRIDGE TAVERN LLC	BRIDGE TAVERN LLC
NOKAY LAKE	MAMMA DEE'S GREEN LANTERN LLC	GREEN LANTERN
LAKE EDWARD	HARPO'S HOUSE LLC	HARPO'S
ROOSEVELT	J.R.'S JUNCTION INC.	J.R.'S JUNCTION
OAK LAWN	MARK GANGESTAD	OAKLAWN TAVERN
IDEAL	IDEAL CORNERS INVESTMENT CORP.	OLD MILWAUKEE CLUB
MAPLE GROVE	PARADISE RESORT BAR & GRILL, INC.	PARADISE RESORT BAR & GRILL
BAY LAKE	RUTTIGERS RUBY'S DINING ROOM LLC	RUTTGER'S BAY LAKE RESORT
FIRST ASSESSMENT	THE WOODS, LLC	THE WOODS
GARRISON TWP	TWIN PINES RESORT INC.	TWIN PINES RESORT

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Jory Danielson

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: 2026 Club On Sale Liquor License Renewal

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

To approve the 2026 renewal Club On Sale Liquor License Application of the Brainerd Lakes Curling Association, as recommended by the Town of Oak Lawn, County Attorney and County Sheriff, subject to all State requirements and any delinquent taxes being paid and authorize the Administrative Services Director to issue said License.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Jory Danielson

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: 2026 On-Sale Intoxicating Malt Liquor License Renewal

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

In accordance with Minnesota Statute 340A.404, Subdivision 5, and resolution adopted by the Board of Commissioners on May 10, 1988, to approve the 2026 renewal application of Wings Airport Café, LLC DBA Wings Airport Cafe, Town of Oak Lawn, to sell intoxicating Malt Liquor at on-sale in conjunction with the On-Sale Wine and On-Sale 3.2 Percent Malt Liquor Licenses.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Jory Danielson

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: 2026 On Sale and Sunday Liquor License Renewals

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

To approve the attached 2026 renewal On Sale and Sunday Liquor License Applications, as recommended by the appropriate Town Boards, subject to recommendation by the County Attorney and County Sheriff, subject to all State requirements and any delinquent taxes being paid and authorize the Administrative Services Director to issue said Licenses.

Approximate length of presentation:

2026 ON SALE AND SUNDAY LIQUOR LICENSES- TO BOARD

To Board: MAY 26, 2026

Township	Applicant	Business
BAY LAKE	RUTTIGERS WHITE OAK GRILL LLC	CLUBHOUSE/WHITE OAK
LONG LAKE	DENNIS DRUMMOND WINE COMPANY LLC	DENNIS DRUMMOND WINE COMPANY
TIMOTHY	EVERGREEN PROPERTY, LLC	FIRESIDE BAR
FIRST ASSESSMENT	CP KLECATSKY ENTERPRISES LLC	GRAVEL PIT GOLF AND EVENT CENTER
LAKE EDWARD	LAKES AREA RECREATION AND RENTAL LLC	LAKES AREA RECREATION AND RENTAL
MISSION	MISSION TAVERN INC.	MISSION TAVERN
IDEAL	NORWAY RIDGE PROPERTIES	NORWAY RIDGE SUPPER CLUB
ST. MATHIAS	DOUBLE A LLC	ST. MATHIAS BAR & GRILL
GARRISON TWP	JJ'S BIRDS NEST LLC	THE BIRDS NEST
BAY LAKE	LONESOME PINE CORPORATION	THE LONESOME PINE RESTAURANT AND BAR
FIRST ASSESSMENT	JR1 INVESTMENTS	THE SIDETRACK
IDEAL	IDEAL DEVELOPMENT CORPORATION	WHITEFISH GOLF CLUB

Township	Applicant	Business

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Jory Danielson

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: 2026 Off Sale Liquor License Renewals

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

To approve the attached 2026 renewal Off Sale Liquor License Applications, as recommended by the appropriate Town Boards, subject to recommendation by the County Attorney and County Sheriff, subject to all state requirements and any delinquent taxes being paid and authorize the Administrative Services Director to issue said Licenses.

Approximate length of presentation:

2026 OFF SALE LIQUOR LICENSES- TO BOARD

To Board: MAY 26, 2026

Township	Applicant	Business
FIRST ASSESSMENT	CASEY'S RETAIL COMPANY	GOODSTOP #4265
BAY LAKE	HANSEN SPORTS & HUNTER'S BAY STORE, INC.	HANSEN SPORTS
LAKE EDWARD	LAKES AREA RECREATION AND RENTAL LLC	LAKES AREA BOTTLE SHOP
FIRST ASSESSMENT	TOP FUEL LIQUOR, INC.	TOP FUEL LIQUOR, INC.
CROW WING	KNUDSON MANAGEMENT, INC.	WILD RICE LIQUORS

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Land Services

Jessica Shea

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: Abatements

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

To approve the attached abatements as recommended by the Land Services Director.

Approximate length of presentation:

May 26, 2026

Approve the following abatements as recommended by the Land Services Director

Market Value Reduction / Classification Change

<u>APPLICANT</u>	<u>DISTRICT</u>	<u>PARCEL NUMBER</u>	<u>PAYABLE YEAR</u>	<u>TAX</u>	<u>SETTLEMENT</u>
B & D Crosslake Holdings LLC	Crosslake	14100755	2026	\$380.00	\$86.00
State of Minnesota - DOT	Garrison City	24130743	2026	\$180.00	Cancel
State of Minnesota - DOT	Garrison City	24130756	2026	\$3,416.00	Cancel
Peter Opatz	Brainerd	41191380	2026	\$932.00	\$175.00
Gary Schueneman	Jenkins Twp	72250517	2026	\$3,412.00	\$3,196.00

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Land Services

Jessica Shea

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: Authorize Direct Sale to City of Brainerd / Set Sale Price / Reclassify as Non-Conservation

PREVIOUS ACTION:

COMMENTS:

- Parcel(s) Forfeited 3/2/1957
- City Approved the purchase on 4/20/2026
- MN DNR approved the sale on 10/29/2014
- Sale will be processed pursuant to Minnesota Statutes, Section 282.01 subd. 1 a., which authorizes the sale of tax-forfeited property by the County to a governmental subdivision for less than market value if necessary to provide an incentive to correct the blighted conditions that make the lands undesirable in the open market. The city operates a sanitary sewer main that in effect, makes the site unbuildable. The city is planning a project in this area in the next couple years. One of the goals of the project is to address this sanitary main and have it removed from the parcel, if at all feasible to do so.

RECOMMENDED BOARD ACTION:

To authorize direct sale of tax forfeited land to the City of Brainerd described as: N. 100 FT. OF S. 200 FT. EX. W. 50 FT. OF LOT 9 BLOCK 8 Crow Wing County, Minnesota RE Code: 41250756 Further, approve the direct sale of said tax forfeited property price of \$1.00.

Approximate length of presentation:



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

PIN # 41250756

Date: 5/18/2026 Time: 1:40 PM



REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Facilities

Kurt Wilczek

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: Central Services Roof Replacement Contract Awarding Approval

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

Seeking approval to award contract for the Central Services Roof Replacement bid winner Thelen Roofing.

Approximate length of presentation:

Project Name: CWC Central Services Re-Roof Project Location: Brianerdt, MN WSN Project No.: 2025-11895	Base Bid GME-1	Bid Form	Responsible Contractor Certification & Response Form	5% Bid Security	Addendum #1
Bidder:					
Thelen Heating & Roofing, Inc.	\$ 219,500.00	☒	☒	☒	☒
Sela Roofing Commercial Division	\$ 252,280.00	☒	☒	☒	☒
Jackson Roofing	\$297,700.00	☒	☒	☒	☒
Bruggeman Exteriors	\$ 383,038.46	☒	☒	☒	☒
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Highway and Engineering

Timothy Bray

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: Highway 2027 CIP Plow Truck Early Order Budget Amendment

PREVIOUS ACTION:

5/14/26 - Presented at Budget Committee Meeting.

COMMENTS:

The Highway Department is requesting approval to place an early order in 2026 for the 2027 CIP Plow Truck Replacement project. The truck would be ordered as a 2026 model year unit to help limit the impact of upcoming emissions-related cost increases, while the purchase itself will still be paid out in 2027 as part of the scheduled capital project. Ordering in 2026 allows the County to better manage potential price increases tied to new emissions components and pending EPA after treatment warranty requirements, while keeping the project aligned with its original 2027 budget in the amount of \$500,000. Keeping this replacement on schedule supports consistent and reliable winter operations and ensures the truck is ordered in 2026 provides dependable equipment for staff in 2027.

RECOMMENDED BOARD ACTION:

To approve the Highway 2027 CIP Plow Truck Early Order Budget Amendment.

Approximate length of presentation:



Budget Amendment Form Crow Wing County

Amendment Title: 2027 CIP Plow Truck Early Order

Project Number:

Date Requested: 5/14/2026

Project Category: Fleet

Department: Highway Dept.

Mandated? No

If yes, list State Statute:

☐ One time Revenue/Expenditure change

☐ Ongoing Revenue/Expenditure change

Summary of Amendment:	Increase	Decrease	No Change
Property tax levy	☐	☐	☒
Fees	☐	☐	☒
Grant revenue	☐	☐	☒
Expenditures	☐	☐	☒

<i>To calculate totals after filling out, press CTRL+A then press F9.</i>	Dollars				
Year:	2026	2027	2028	2029	2030
REVENUES:					
Fee Revenue – Increase/(Decrease)					
Grant Revenue – Increase/(Decrease)					
TOTAL REVENUES	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
EXPENDITURES:					
Operating – Increase/(Decrease)					
Capital – Increase/(Decrease)					
TOTAL EXPENDITURES	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
LESS: What can be absorbed in your current operating or capital budget?					
TOTAL COST/SAVINGS OF AMENDMENT:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0



Budget Amendment Form Crow Wing County

Summary of amendment request:

The Fleet Manager is requesting approval to place an early order in 2026 for the 2027 CIP Plow Truck Replacement project. The truck would be ordered as a 2026 model year unit to help limit the impact of upcoming emissions-related cost increases, while the purchase itself will still be paid out in 2027 as part of the scheduled capital project. Ordering in 2026 allows the County to better manage potential price increases tied to new emissions components and pending EPA after treatment warranty requirements, while keeping the project aligned with its original 2027 budget in the amount of \$500,000.

Long term cost / (savings) considerations (tails):

- Ordering the truck in 2026 helps the County manage potential emissions-related cost increases anticipated on 2027 models.
- Locking in 2026 pricing supports maintaining the planned 2027 project budget of \$500,000.
- Early ordering helps keep the replacement on schedule for the 2027 CIP plan.

Effect on other departments (Countywide):

There are no anticipated negative impacts on other County departments. Placing an early order for the 2027 plow truck replacement helps ensure continued reliable winter maintenance service, which in turn supports all departments that depend on safe and accessible roads for daily operations. No changes to other departmental budgets, staffing, or workflows are expected.

Quantify the benefit (customers, staff, processes, environment, etc.):

- Early ordering allows the County to manage potential cost increases associated with upcoming emissions changes.
- Keeping the replacement on schedule supports consistent and reliable winter operations.
- Ensuring the truck is ordered in 2026 provides dependable equipment for staff in 2027.

Revenue/Expenditure assumptions used in calculating amendment:

- The early order will be funded through the existing 2027 CIP allocation for the plow truck replacement, with no new revenue sources needed.
- Cost assumptions are based on the current 2026 model year pricing provided by the manufacturer.
- The amendment reflects the intent to place the order in 2026 while the purchase will still be paid out in 2027.
- No changes to operational budgets, staffing levels, or departmental funding are anticipated as part of this request.



Budget Amendment Form Crow Wing County

References and sources:

Nuss Truck Quote

Estimated 2027 CIP Expenditures

If a new project, please provide the following information for Financial Services:

Organization Code: 433300300

Object Code: 66400

Capital: ☒ or Non-Capital: ☐

Senior Manager Approval:

Date: 5-6-2026

Finance Approval: *Nancy Malecha*

Date: 5-8-2026

I have reviewed this Budget Amendment for accuracy, consistency, and content.

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Sheriff

Joe Luksik

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: Sheriff's Office Unit 6584 Boat & Motor Replacement Budget Amendment

PREVIOUS ACTION:

5/14/26 - Presented at Budget Committee Meeting.

COMMENTS:

The Crow Wing County Sheriff's Office has requested and received funding in the amount of \$74,155.00 via the 2026 State of MN Federal Boating Safety Equipment Grant Contract to replace Unit 6584, 2015 Ranger boat and motor. This 11-year-old unit has seen extensive use and has high engine hours which now require more mechanical and electrical maintenance and repairs. We are requesting to replace this Unit with a 2026 Ranger Fiberglass 1880 MS with a Mercury 175 hp outboard motor. Projected expenses include: Power Lodge (boat & motor) \$78,260 and AutoSmith (upfitting) \$4,247. The replacement of the current unit will alleviate maintenance downtime and mechanical failures which will reduce staff time involved with unplanned services and allow more patrol time on our area lakes. This will aid in the ability to maintain our operational readiness.

RECOMMENDED BOARD ACTION:

To approve the Sheriff's Office Unit 6584 Boat & Motor Replacement Budget Amendment

Approximate length of presentation:



Budget Amendment Form Crow Wing County

Amendment Title: Unit 6584 Boat & Motor Replacement

Project Number:

Date Requested: 5/14/26

Project Category: Fleet

Department: Sheriff's Office

Mandated? No

If yes, list State Statute:

☒ **One time Revenue/Expenditure change**

☐ **Ongoing Revenue/Expenditure change**

Summary of Amendment:	Increase	Decrease	No Change
Property tax levy	☐	☐	☐
Fees	☐	☐	☐
Grant revenue	☒	☐	☐
Expenditures	☒	☐	☐

<i>To calculate totals after filling out, press CTRL+A then press F9.</i>	Dollars				
Year:	2026	2027	2028	2029	2030
REVENUES:					
Fee Revenue – Increase/(Decrease)	\$8,000				
Grant Revenue – Increase/(Decrease)	\$74,155				
TOTAL REVENUES	\$82,155	\$ 0	\$ 0	\$ 0	\$ 0
EXPENDITURES:					
Operating – Increase/(Decrease)					
Capital – Increase/(Decrease)	\$82,507				
TOTAL EXPENDITURES	\$82,507	\$ 0	\$ 0	\$ 0	\$ 0
LESS: What can be absorbed in your current operating or capital budget?					
TOTAL COST/SAVINGS OF AMENDMENT:	(\$ 352)	\$ 0	\$ 0	\$ 0	\$ 0



Budget Amendment Form Crow Wing County

Summary of amendment request:

The Crow Wing County Sheriff's Office has requested and received funding in the amount of \$74,155.00 via the 2026 State of MN Federal Boating Safety Equipment Grant Contract to replace Unit 6584, 2015 Ranger boat and motor. This 11-year-old unit has seen extensive use and has high engine hours which now require more mechanical and electrical maintenance and repairs. We are requesting to replace this Unit with a 2026 Ranger Fiberglass 1880 MS with a Mercury 175 hp outboard motor.

Projected expenses include:

- Power Lodge (boat & motor): \$78,260.00
- AutoSmith (upfitting): \$4,247.00

Long term cost / (savings) considerations (tails):

The purchase of this new boat will reduce repairs, maintenance downtime, and additional costs due to the age of the current unit.

Effect on other departments (Countywide):

There is no effect on other departments within the county due to this purchase.

Quantify the benefit (customers, staff, processes, environment, etc.):

The replacement of the current unit will alleviate maintenance downtime and mechanical failures which will reduce staff time involved with unplanned services and allow more patrol time on our area lakes. This will aid in the ability to maintain our operational readiness.

Revenue/Expenditure assumptions used in calculating amendment:

The Sheriff's Office has received a quote from Power Lodge for Unit 6584 in the amount of \$8,000.00, which is the minimum amount of proceeds we would receive for this unit. This unit will be placed on Public Surplus Auction site with the hopes that it will be sold for an amount greater than the quoted trade-in amount of \$8,000.00. A minimum amount of \$8,000.00 will be placed on the auction site for it to be sold there. Since Unit 6584 was purchased with state grant dollars, any proceeds from the sale of the unit over \$8,352.00 will reduce the amount of the current grant amount received.

References and sources:

Power Lodge – Boat & Motor Quote
Power Lodge – 2015 Trade-in Quote
AutoSmith – Upfitting Quote



Budget Amendment Form Crow Wing County

If a new project, please provide the following information for Financial Services:

Organization Code: 01210209
Object Code: 54050 for \$74,155
59200 for \$8,000
66400 for \$82,507

Capital: ☒ or Non-Capital: ☐

Senior Manager Approval: *Chief Deputy Andy Bradley*

Date: 5/7/2026

Finance Approval: Nancy Malecha

Date: 5/8/2026

I have reviewed this Budget Amendment for accuracy, consistency, and content.

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Admin Services

Jory Danielson

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: 2026 Crow Wing County Election Emergency Plan (Confidential) (Security)

PREVIOUS ACTION:

Approved previous Crow Wing County Election Emergency Plans.

COMMENTS:

Approve the 2026 Crow Wing County Election Emergency Plan and authorize the Administrative Services Director to submit the approved plan to the Minnesota Secretary of State, meeting Minnesota Statute 204B.181.

RECOMMENDED BOARD ACTION:

Approve the 2026 Crow Wing County Election Emergency Plan and authorize the Administrative Services Director to submit the approved plan to the Minnesota Secretary of State, meeting Minnesota Statute 204B.181.

Approximate length of presentation: 0

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

Community Services

Taylor Lesmeister

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: Resolution Declaring a Public Health Nuisance at 22103 Rebel Rd, Merrifield, MN 56465

PREVIOUS ACTION:

No previous action taken. An abatement notice was sent on November 17th, 2025. Several public health concerns and solid waste violations were identified, and education was provided to the residents. Additional time was allowed due to heavy snow and winter weather conditions.

COMMENTS:

Public health and land services have been working cooperatively with the property owners and the residents to address concerns since November of 2025. Although some progress has been made, many issues remain.

RECOMMENDED BOARD ACTION:

Approve the use of solid waste funds to ensure timely and appropriate abatement of the condition.

Approximate length of presentation: 3-5 minutes



BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE:

Resolution:

OFFERED BY COMMISSIONERS: **and**

AYES: **NAYS:**

RESOLUTION DECLARING A PUBLIC HEALTH NUISANCE
AT 22103 REBEL RD, MERRIFIELD, MN 56465

WHEREAS, Crow Wing County Public Health learned of a potential public health nuisance located at 22103 Rebel Rd, Merrifield, MN (hereinafter the "Property"); and,

WHEREAS, Crow Wing County Public Health viewed the property during multiple site inspections as well as digital images available on GIS mapping for Crow Wing County; and,

WHEREAS, County property records indicate the Property is owned by Kevin and Theresa Close (hereinafter "Property Owner"); and,

WHEREAS, there is an accumulation of residential waste along with soft sided items including but not limited to chairs, blankets, and clothing. Additionally, there are many unsecured structures, vehicles, and tires which are an attractant and provide breeding grounds for vermin and other animals, all of which are known to spread diseases that are injurious and a threat to the public health; and,

WHEREAS, the Property Owner was provided a Public Health Nuisance Abatement notice by letter dated May 1st, 2026, with a deadline of May 11th, 2026; and,

WHEREAS, the Property Owner has failed to remediate the public health concerns; and,

WHEREAS, Crow Wing County Public Health has the responsibility for preventing and controlling the spread of disease throughout the County; and,

WHEREAS, the Property is located within Crow Wing County and is subject to the authority of the Crow Wing County Community Health Board.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The property located at 22103 Rebel Rd, Merrifield, MN, hereby constitutes a public health nuisance under Minn. Stat. §145A.04, subd. 8.
2. Crow Wing County Public Health shall comply with Minn. Statute and abate the Property at the Property Owner's expense.

The total cost for the Abatement shall be charged and assessed against the Property pursuant to the provisions and methods set for in Minn. Stat. §145A.08.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this <X day of X, 20XX>.

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, May 26, 2026

PCBOA

Chris Pence

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: Cobblecrest Properties LLC – “Clearwater Point Second Addition” Final Plat

PREVIOUS ACTION:

Public Hearings:

- 1/15/2026 – Preliminary Plat of “Clearwater Point Second Addition” consisting of 4 lots and Variance - Tabled by applicant
- 3/19/2026 - Preliminary Plat and Variance -Tabled by Planning Commission/Board of Adjustment
- 4/16/2026 – Variance denied by the Planning Commission/Board of Adjustment.
- 4/16/2026 - Planning Commission/Board of Adjustment made a motion to recommend approval of the Preliminary Plat to the County Board of Commissioners.
- 4/28/2026 – County Board of Commissioners approved Preliminary Plat
 - Land Services sent Final Plat to Bay Lake Township for comment

COMMENTS:

Part of Government Lot 1 Section 7, Township 45, Range 28, Bay Lake Township, 50070563

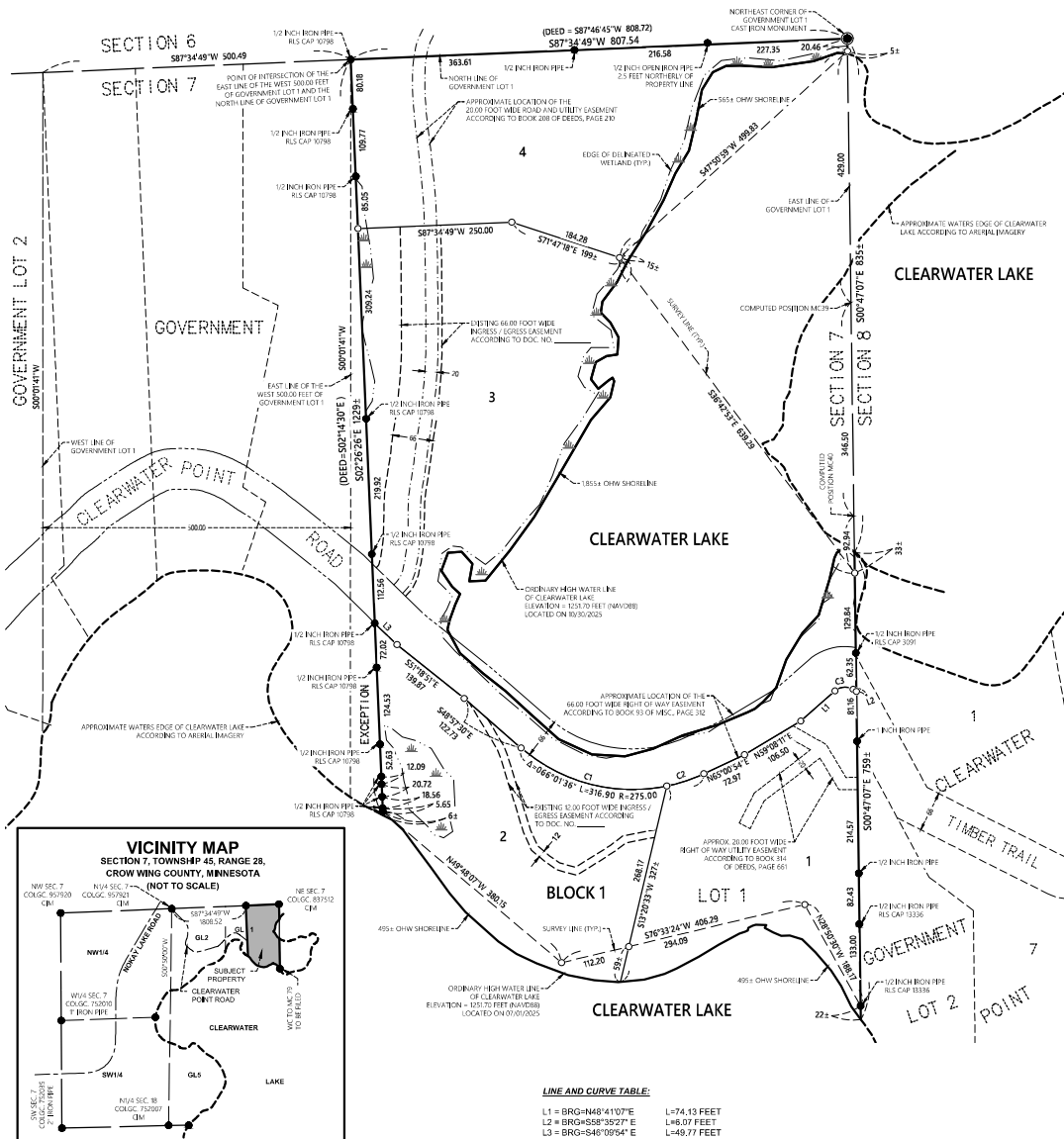
Bay Lake Township: Recommends approval 5/12/2026

RECOMMENDED BOARD ACTION:

To approve the Final Plat of Clearwater Point Second Addition as submitted.

Approximate length of presentation: 5 minutes

CLEARWATER POINT SECOND ADDITION



KNOW ALL PERSONS BY THESE PRESENTS: That Cobblecrest Properties, LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Crow Wing, State of Minnesota:

All that part of Government Lot One (1), Section 7, Township 45, Range 28, Crow Wing County, Minnesota, except that part described as follows: all that part of Government Lot 1 lying west of a line drawn from the north line of said Lot to the south line thereof and parallel with and 500 feet east of the west line of said Government Lot 1, containing 12 acres, more or less. Said excepted part having been conveyed in a deed recorded in book 98 of deeds, page 71, in the office of the County Recorder, Crow Wing County, Minnesota, and also except that part of Government Lot 1, Section 7, Township 45, Range 28, described as follows: Commencing at the point where the east line of the West 500 feet of said Lot 1 intersects the north line of said Lot 1, said point being 808.72 feet South 87 degrees 46 minutes 45 seconds West from the northeast corner of said lot 1; thence South 2 degrees 14 minutes 30 seconds East 1228.6 feet, more or less to the shore of Clearwater lake, thence North 57 degrees 59 minutes 45 seconds West 62.97 feet along said shore to the east line of the West 500 feet of said Lot 1; thence North 00 degrees 14 minutes 15 seconds East 1193.78 feet along said east line to the point of beginning.

Have caused the same to be surveyed and platted as CLEARWATER POINT SECOND ADDITION and do hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

IN WITNESS WHEREOF, said Cobblecrest Properties, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of ____ 20__.

Signed: Cobblecrest Properties, LLC

President _____ Treasury _____

State of _____

County of _____

This instrument was acknowledged before me on _____ by Rob Bros, President and Wendy Grim, Treasury of Cobblecrest Properties, LLC, a Minnesota limited liability company.

Notary Public _____

My Commission Expires: _____

I, Tyler J. Pogreba, do hereby certify that this plat was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor in the State of Minnesota, that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of ____ 20__.

Tyler J. Pogreba, Licensed Land Surveyor
Minnesota License Number 60122

State of Minnesota
County of Crow Wing

This instrument was acknowledged before me on _____ by Tyler J. Pogreba,

Darce French
Notary Public, Crow Wing County, Minnesota
My Commission Expires: 01-31-2028

This plat of CLEARWATER POINT SECOND ADDITION was approved by the Board of Commissioners for Crow Wing County, Minnesota, on this ____ day of ____ 20__.

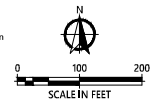
Chairman, Crow Wing County Board of Commissioners

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable for the year 20__ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of ____ 20__.

Auditor/Treasurer
Crow Wing County, Minnesota

I hereby certify that this plat of CLEARWATER POINT SECOND ADDITION was filed in the office of the County Recorder for public record on this ____ day of ____ 20__, and was duly recorded as Document No. _____

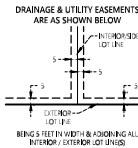
Recorder
Crow Wing County, Minnesota



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CROW WING COUNTY COORDINATE DATABASE NAD83

ELEVATIONS BASED ON NAVD83 BENCHMARK MNDOT GEODETIC STATION MICHELLE ELEVATION = 1289.60

- DENOTES FOUND IRON MONUMENT
- DENOTES FOUND CAST IRON MONUMENT
- DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON PIPE SET AND MARKED BY RLS #60122
- ▲ DELINEATED WETLAND



LINE AND CURVE TABLE:

- L1 = BRG=H48°41'07" E L=74.13 FEET
- L2 = BRG=58°35'27" E L=6.07 FEET
- L3 = BRG=54°09'54" E L=49.77 FEET

- C1 = L=253.58 FEET DELTA=52°50'02" RADIUS=275.00 FEET CHB=S75°22'31" E
- C2 = L=63.32 FEET DELTA=13°11'34" RADIUS=275.00 FEET CHB=S71°36'41" E
- C3 = L=31.73 FEET DELTA=72°43'26" RADIUS=25.00 FEET CHB=N85°02'50" E

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

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TOWNSHIP RECOMMENDATION FORM

On May 12, 2026, the Town Board of Bay Lake discussed the Preliminary Plat for Clearwater Point Second Addition

Preliminary Plat Request Discussion For:

- Clearwater Point Second Addition-Easement

After reviewing the Request, the Town Board:

☒ RECOMMENDS APPROVAL:

☐ RECOMMENDS DISAPPROVAL:

Please see Attached

☐ HAS NO RECOMMENDATION, BUT WILL FORWARD THE REQUEST TO THE PLANNING COMMISSION OR BOARD OF ADJUSTMENT

SIGNED:

Carol Pundt

Township Clerk

John Smith

Supervisor

[Signature]

Supervisor

[Signature]

Supervisor



Date: May 12, 2026

RE: Preliminary Plat Request -Clearwater Point Second Addition-Easement

The Bay Lake Township Board of Supervisors is in support of the request for an easement across Block 1 to grant access to both Lots 2 & 1. As long as property owners agree there is no longer a need for a second access to Lot 1. Bay Lake Township, as the road authority for Clearwater Point Road, opposes any additional access from Lot 1 onto Clearwater Point Road.

04-28-2026

Crow Wing County

Land Service Department

322 Laurel Street, Suite 14

Brainerd, Minnesota 56401

RE: CLEARWATER POINT SECOND ADDITION

Crow Wing County Land Service Department:

I have reviewed and checked the proposed final plat of CLEARWATER POINT SECOND ADDITION in regards to the mathematical correctness and the requirements of the most current; Minnesota Platting Statutes, Chapter 505 and the current Manual of Guidelines for Platting in Minnesota, a joint publication of the Minnesota Society of Professional Surveyors (MSPS) and Minnesota Association of County Surveyors (MACS).

The plat dedication which includes the legal description, dedication statements, owner's signatures and other approving signatures conforms to the plat drawing and information provided to form. This independent plat review does not include a title review to confirm the use of the proper plat boundary description or ownership of the subject property being platted.

A field inspection to confirm the placement of the required boundary, plat and lot corners has not been performed.

Based on these conditions I find the plat to conform to the above statutes, regulations and publications.

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Name of Surveyor

Signature: 

Typed or Printed Name: Jordan Chouanard

Date: 4-28-2026

License Number: 57077

INVOICE

Elite Title & Escrow Corporation

13954 Cypress Drive, Suite 200
Baxter, MN 56425
O: (218) 829-4450; F: (218) 829-4617

Invoice Date: 07/14/2025

Invoice No: 3983

Widseth
7804 Industrial Park Road
Baxter, MN 56425

Remit To:
Elite Title & Escrow Corporation
13954 Cypress Drive, Suite 200
Baxter, MN 56425
O: (218) 829-4450; F: (218) 829-4617

File #: 10694-25
Buyer: Cobblecrest Properties LLC
Title Unit: Elite Title & Escrow Corporation

Item Code	Description	Amount
Exam	Exam and Commitment	\$250.00
Search	Search	\$325.00
TOTAL		\$575.00

Please include a copy of this Invoice with your payment
Cobblecrest Properties LLC

Property: Property Address
23001 Clearwater Point Rd. Brainerd, Minnesota 56401

PIN
50070563



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:


Authorized Countersignature
Frederick H. Eppinger
President and CEO
David Hisey
Secretary

Elite Title & Escrow Corporation
13954 Cypress Drive, Suite 200
Baxter, MN 56425
(218) 829-4450

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File No. 10694-25

ALTA Commitment For Title Insurance (7-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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ALTA Commitment For Title Insurance (7-01-2021)

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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File No. 10694-25

ALTA Commitment For Title Insurance (7-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Elite Title & Escrow Corporation
Issuing Office: 13954 Cypress Drive, Suite 200, Baxter, MN 56425
Issuing Office's ALTA® Registry ID: 230441
Loan ID Number:
Commitment Number: 10694-25
Issuing Office File Number: 10694-25
Property Address: 23001 Clearwater Point Rd., Brainerd, MN 56401
Revision Number:

1. Commitment Date: July 03, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured:

(b) 2021 ALTA® Loan Policy

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Cobblecrest Properties L.L.C., a Minnesota Limited Liability Company

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY


Authorized CounterSignature

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File No. 10694-25

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT PART OF GOVERNMENT LOT ONE (1), SECTION 7, TOWNSHIP 45, RANGE 28, CROW WING COUNTY, MINNESOTA, EXCEPT THAT PART DESCRIBED AS FOLLOWS: ALL THAT PART OF GOVERNMENT LOT 1 LYING WEST OF A LINE DRAWN FROM THE NORTH LINE OF SAID LOT TO THE SOUTH LINE THEREOF AND PARALLEL WITH AND 500 FEET EAST OF THE WEST LINE OF SAID GOVERNMENT LOT 1, CONTAINING 12 ACRES, MORE OR LESS. SAID EXCEPTED PART HAVING BEEN CONVEYED IN A DEED RECORDED IN BOOK 98 OF DEEDS, PAGE 71, IN THE OFFICE OF THE COUNTY RECORDER, CROW WING COUNTY, MINNESOTA. AND ALSO EXCEPT THAT PART OF GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 45, RANGE 28, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT WHERE THE EAST LINE OF THE WEST 500 FEET OF SAID LOT 1 INTERSECTS THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 808.72 FEET SOUTH 87 DEGREES 46 MINUTES 45 SECONDS WEST FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 2 DEGREES 14 MINUTES 30 SECONDS EAST 1228.6 FEET MORE OR LESS TO THE SHORE OF CLEARWATER LAKE; THENCE NORTH 57 DEGREES 59 MINUTES 45 SECONDS WEST 62.97 FEET ALONG SAID SHORE TO THE EAST LINE OF THE WEST 500 FEET OF SAID LOT 1; THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS EAST 1193.78 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

ABSTRACT PROPERTY

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File No. 10694-25

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 10694-25

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
6. Consistent with Minnesota Statutes Chapter 82.49, Elite Title & Escrow Corporation requires collected or qualified funds from any party obligated to provide such funds prior to disbursement.
7. **NOTE TO SURVEYOR:** Property has been deeded with an erroneous legal description since November 13, 1969, when a piece of the property was sold but was not excepted from the legal descriptions in the deeds to current. **(Second Exception in attached legal description)**
8. **Unpaid municipal utility bills will become liens and will be certified to future taxes. Therefore, written documentation must be provided prior to closing that all outstanding municipal utility bills have been paid in full or will be paid at time of closing.**
9. **Obtain and Submit to the Title Company, a Property Transfer Septic System/Sewage Disclosure Form or Compliance Certificate, when applicable. All property transfers in the following Counties require this form: Aitkin, Benton, Carlton, Carver, Cass, Dodge, Fillmore, Kandiyohi, McLeod, Meeker, Mille Lacs, Otter Tail, Sibley, Stearns, St. Louis and Wright. This is not meant to be an exhaustive list, and is subject to change per future State Statutes and County Ordinances.**

PURCHASER PLEASE NOTE: ELITE TITLE & ESCROW CORP assumes no responsibility for obtaining this information or any other required Septic Inspection Forms and/or required Well/Water forms and tests.

NOTE: Certificate(s) of Real Estate Value must accompany the deed(s) for filing.

NOTE: A Well Disclosure Certificate must accompany the deed for filing or the following recital must appear on the deed(s). " The seller certifies that the seller does not know of any wells on the described real property.

NOTE: Sellers Tax Information Form must be executed at closing, pursuant to the Tax Reform Act of 1986, which requires Real Estate 1099 Report filing.

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File No. 10694-25

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

NOTE: Form of tenancy to be determined by borrowers prior to closing.

NOTE: If the parties intend to pre-sign documents or use a Power of Attorney, the executed documents must be reviewed by Stewart Title of Minnesota prior to close. We have specific requirements regarding the form and notarization of these documents, including but not limited to requiring a notary affidavit. If the property is Torrens, WE REQUIRE Examiner of Titles PRE-Approval on conveyance documents involving Power of Attorney.

10. **NOTE: 24 MONTH CHAIN OF TITLE:** A review of the real estate records in Crow Wing County for the past 24 months has been completed. The following are the owners who have held title to this property during that time period. **Crow Wing** County records are posted to **July 3, 2025. Cobblecrest Properties L.L.C., a Minnesota Limited Liability** acquired title by deed Document No. **857079**, filed **March 24, 2015**.

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OF OTHER TORT CLAIM OR ACTION, THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY PARAGRAPH THREE (3) OF THE CONDITIONS.

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 10694-25

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown on the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. There are no levied special assessments showing against subject parcel.
8. Taxes for the year **2025** in the amount of \$12,340.00 are Half Paid. Base Tax Amount \$12,315.00.
PIN: 50070563. Non-Homestead/Residential.
NOTE: First-half taxes are due May 15th; Second-half taxes are due October 15th.
9. Taxes for the year **2024**, and prior years, are **paid in full**.
10. **Rights of the public and the State of Minnesota in and to that portion of the insured Land lying below the natural high water mark of Clearwater Lake. Riparian Rights are neither guaranteed nor insured.**
11. **Easement for road and utility purposes for access to Gov. Lot 1, 8-45-28, recorded October 10, 1968 in Book 207 of Deeds, page 210.**
12. **Right of Way Easement in favor of Crow Wing Cooperative Power & Light Company recorded September 10, 1980 in Book 314 of Deeds, page 661.**
13. **Easements for Bay Lake Township Roads in Resolution recorded August 30, 1985 in Book 93 of Misc., page 312.**
14. **All minerals and mineral rights are owned by the State of Minnesota as set out in County Auditor's**

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MN ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

Certificate recorded December 23,1994 as Document No. 476135.

- 15. Subject to a 45 foot wide easement for ingress and egress purposes over part of Gov. Lot 1, 7-45-28 as described in Warranty Deed recorded September 16, 2019 as Document No. 922678.**

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MN ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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STEWART INFORMATION SERVICES CORPORATION
Updated August 24, 2023
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker,
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules, and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Elite Title & Escrow Corporation DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Elite Title & Escrow Corporation, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Elite Title & Escrow Corporation, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Elite Title & Escrow Corporation notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Elite Title & Escrow Corporation protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Elite Title & Escrow Corporation collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Elite Title & Escrow Corporation, 13954 Cypress Drive, Suite 200, Baxter, MN 56425

SECURITY PRINTING COMPANY, ST. CLOUD, MINN. G-4591

Warranty Deed—Individual to Joint Tenants

Minnesota Uniform Conveyance Blank No. 5

Instrument No. 233820

Marvin W. Bros and Frances I. Bros
 husband and wife,
 TO
 Erland Ekberg, Jr. and Donna Mae
 Ekberg, as Joint Tenants,

Filed for record this 10th day of October
 A. D. 1968, at 11 o'clock A.M.
Mabel E. Gorman Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 5th day of October, 1968,
 between Marvin W. Bros and Frances I. Bros, husband and wife.

of the County of Hennepin and State of Minnesota, parties of the first part, and
Erland Ekberg, Jr. and Donna Mae Ekberg

of the County of Hennepin and State of Minnesota, parties of the second part

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration One DOLLARS,
 to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,
 Sell and Convey unto the said parties of the second part as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and
 the heirs and assigns of the survivor, Forever, all the tract or parcel of land lying and being in the County of Crow Wing, and State of Minnesota,
 described as follows, to-wit:

A Strip of land across part of Lot 1, Section 7, Township 45 North, Range 28 West, 20 feet wide, for a road and utility easement for access to Lot 1, Section 8, Township 45 North, Range 28 West, said strip of land to run northerly from an existing road through said Lot 1, Section 7, along a ridge of high ground approximately in the easterly 100 feet of the westerly 600 feet of said Lot 1, Section 7, to the vicinity of the north line of said Lot 1; and thence easterly in the vicinity of the north line of said Lot 1, Section 7, to the West line of Lot 1, Section 8, Township 45, Range 28. It being the intention when granting this easement that the road to be constructed will be built along a line of least resistance, avoiding the clearing of large trees, but recognizing that some clearing and grubbing of trees shall be necessary.

State Deed Tax Due Hereon: \$2.20
 (\$2.20 State Deed Stamps)
 (attached and cancelled)

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the second part taking as joint tenants and not as tenants in common.

And the said Marvin W. Bros and Frances I. Bros, husband and wife,

parties of the first part, for themselves, their heirs, executors and administrators do covenant with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that they are well seized in fee of the lands and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said parties of the first part will Warrant and Defend.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

In Presence of

V. E. Crowell

E. N. Skone

\$(NONE)
 Internal
 Revenue Stamps
 Affixed
 and Cancelled

\$2.20
 State Deed
 Tax Stamps
 Affixed
 and Cancelled

Marvin W. Bros
Marvin W. Bros

Frances I. Bros
Frances I. Bros

STATE OF MINNESOTA,

County of CROW WING

On this 5th day of October, 1968, before me, a Notary Public within and for said County, personally appeared Marvin W. Bros and Frances I. Bros, husband and wife.

to me known to be the person or persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notarial
 Seal
 Crow Wing
 Co., Minn.

V. E. Crowell - V. E. Crowell
 Notary Public Crow Wing County, Minn.
 My commission expires Jan. 15, 1975

(EASEMENT)

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INSTRUMENT PRINTED SEPARATELY BY SLOAN, BIRN & CO. (10) Warranty Deed - Individual to Joint Tenants Minnesota Uniform Conveyance Blank No. 5

Instrument No. 234208

Erland Ekberg, Jr. and Donna Mae Ekberg, husband and wife
TO
Ambrose Arnold and Frances Arnold
Joint tenants

Filed for record this 31st day of October
A. D. 1968, at 10 o'clock A. M.
By Mabel E. Gorman Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this 24th day of October, 19 68
between Erland Ekberg, Jr. and Donna Mae Ekberg, husband and wife
of the County of Hennepin and State of Minnesota, part 1st of the first part, and
Ambrose Arnold and Frances Arnold
of the County of Hennepin and State of Minnesota, parties of the second part
WITNESSETH, That the said part 1st of the first part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration ----- DOLLARS,
to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,
Sell and Convey unto the said parties of the second part as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and
the heirs and assigns of the survivor, Forever, all the tract or parcel of land lying and being in the County of Crow Wing, and State of Minnesota.
described as follows, to-wit:

Lot 1, Section 8, Township 45, Range 28, including a roadway easement described
as follows, to-wit:

A strip of land across part of Lot 1, Section 7, Township 45 North, Range 28 West,
20 feet wide, for a road and utility easement for access to Lot 1, Section 8, Township
45 North, Range 28 West, said strip of land to run northerly from an existing road
through said Lot 1, Section 7, along a ridge of high ground approximately in the
easterly 100 feet of the westerly 500 feet of said Lot 1, Section 7, to the vicinity
of the north line of said Lot 1; and thence easterly in the vicinity of the north line
of said Lot 1, Section 7 to the West line of Lot 1, Section 8, Township 45, Range 28.
It being the intention when granting this easement that the road to be constructed
will be built along a line of least resistance, avoiding the clearing of large trees,
but recognizing that some clearing and grubbing of trees shall be necessary.

The State Deed Tax due hereon is \$16.50

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise apper-
taining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties
of the second part taking as joint tenants and not as tenants in common.
And the said Erland Ekberg, Jr. and Donna Mae Ekberg, husband and wife
part 1st of the first part, for themselves, their heirs, executors and administrators do covenant with the said parties of the
second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that they are well seized in fee of the lands
and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances,
And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the
survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject
to incumbrances, if any, hereinbefore mentioned, the said part 1st of the first part will Warrant and Defend.
IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand the day and year
first above written.
In Presence of

S.B. Carlaon
S.C. Matula

\$ None
Internal
Revenue Stamp
Affixed
and Cancelled

\$ 16.50
State Deed
Tax Stamp
Affixed
and Cancelled

Erland Ekberg, Jr.
Erland Ekberg, Jr.
Donna Mae Ekberg
Donna Mae Ekberg

STATE OF MINNESOTA,
County of Hennepin ss.
On this 24th day of October, 19 68, before me, a Notary Public
within and for said County, personally appeared Erland Ekberg, Jr. and Donna Mae Ekberg, husband and wife
to me known to be the persons described in, and who executed the foregoing instrument,
and acknowledged that t he ve executed the same as their free act and deed.

Notarial Seal
Hennepin
Co., Minn.

S.C. Matula - S.C. Matula
Notary Public Hennepin County, Minn.
My commission expires Dec. 21, 19 71

(EASEMENT)
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Page 210

WITNESSED
Bros

CROW WING COOPERATIVE POWER & LIGHT COMPANY
BRainerd, MINNESOTA

RIGHT-OF-WAY EASEMENT

Know all men by these present, that the undersigned, for a good and valuable consideration, do hereby grant unto Crow Wing Cooperative Power & Light Company, a corporation, its successors and assigns, a right-of-way easement over, under, through, across and upon the following-described real estate, now owned by the undersigned, in the County of Crow Wing State of Minnesota, described as follows: (Must be exact legal description from deed.)

11/11

SUBDIVISION NAME

SEC. 7

LOT ALL OF GOVT. LOT 1, EXCEPT THE N. 1/2

TWP. 45

BLOCK

R. 28

GOVERNMENT LOT

For the purpose of constructing, operating, maintaining, repairing, relocating or reconstructing overhead and/or underground lines for electric distribution.

It is understood and agreed upon that all underground cable, overhead wires and poles shall be located across said property along a line to be established by survey, as agreed upon by the parties hereto, and to do all things necessary or desirable in making such survey. Also, if at any time after the laying of such cable, setting of such pole or poles or stringing of such overhead wires, the undersigned should request such cable, wire, pole or poles to be moved, the cost of such moving shall be paid by the undersigned or their successors in interest.

It is further understood that the undersigned do hereby grant the right to continue on with said cable, overhead wire and pole or poles from its original transclosure, or terminal, if necessary or desirable in order to serve other customers.

The Cooperative agrees to restore the property as nearly to its original condition as may be practical and it is understood that the grades over and under such proposed right-of-way, all cable, overhead wires and poles shall be established as those existing following original construction. If grade changes are made by the undersigned, their employees or successors in interest, making it necessary for the Cooperative to relay or relocate any portion of said cable, overhead wires or poles, the cost of such work shall be paid by the then property owners, as shall the costs of any repairs to the cable made necessary by interference therewith, through accidental "dig-ins" or otherwise.

It is further understood that the Cooperative shall have the right to clear, reclear and otherwise maintain the underground right-of-way of trees, brush, stumps and other obstructions to a width of at least 14 feet and not more than 20 feet, maintain overhead right-of-way to a width of at least 20 feet for primary wire (7200 volts) and 10 feet for secondary wire (110 to 480 volts), and have the right to maintain such rights-of-way to the extent necessary to have access thereto.

It is further understood that the Cooperative shall have the right of access across the property of the undersigned to such right-of-way, from the most readily accessible public road or driveway.

The undersigned also state that they have granted no other easements for underground facilities which would conflict with this easement.

The undersigned covenants that they are owners of the before-described lands, and that the same are free and clear of all encumbrances, except as follows:

IN WITNESS WHEREOF, the Owners have hereunto set their hands this 1st day of August, 1980.

Daniel M. Bros (L.S.)
(Husband)

Ann S. Bros (L.S.)
(Wife)

STATE OF MINNESOTA

COUNTY OF Crow Wing

On this 1st day of August, 1980, before me a notary public within and for said County, personally appeared

Daniel M. Bros and Ann S. Bros

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

This instrument was drafted by:
CROW WING COOPERATIVE
POWER & LIGHT COMPANY
BRainerd, MINN. 56401

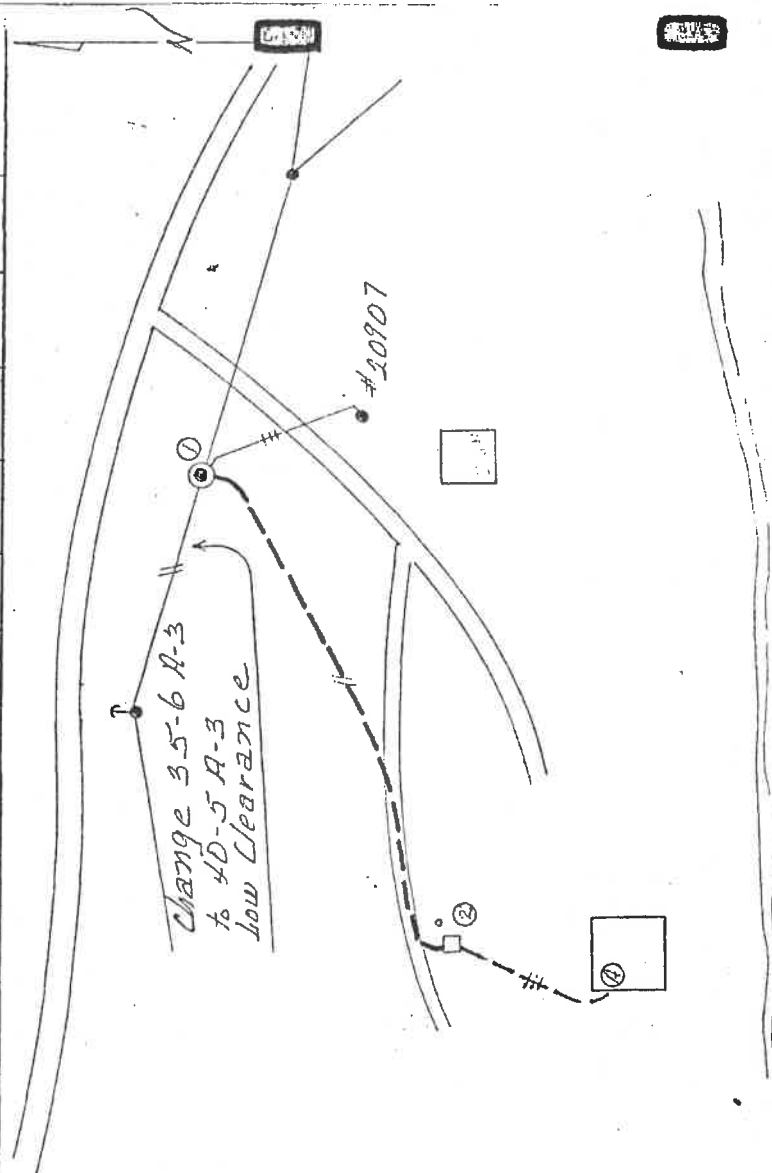
Y. B. Crowell
Notary Public, _____ County, Minn.

My Commission expires _____

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661

completed
R.B.
8/19/80



Clearwater Lake

NAME Daniel M. Bros
ACCT. NUMBER 48-00-07-02305
OK L NOT OK 25KV L 15KV
PED. THERE L PED. NOT THERE
TEL. L GAS SEWER WATER
CLEARING OK L NEEDS BRUSHING ~~NEEDS BRUSHING~~
STAKED BY BK DATE 8-11-80 SK

3/4/66

502

663

ENTIRE
ABST'D
MARG'L
REG. TAX
REC'D
COMP'D

314516

STATE OF MINNESOTA)
County of Crow Wing) SS

I hereby certify that the within
instrument was filed in this office for
record on the 10th day of Sept. A.D.
1980, at 9 o'clock A.M., and was
duly registered in Book 314 of

Deeds on page 661
Sharon L. Peterson
County Recorder

BK 314 of
Deeds pg 661

NOTICE OF MEETING OF BAY LAKE TOWNSHIP BOARD

YOU ARE HEREBY NOTIFIED and advised that the township board of Bay Lake Township in Crow Wing County, Minnesota, will meet at the town hall in said township on the 15th day of June, 198⁵ at 9:00 o'clock A.m. to consider and determine, among other things, the adoption of the following resolution:

WHEREAS, Bay Lake Township in Crow Wing County, Minnesota, contains a number of township roads, and

WHEREAS, Nearly all of the township roads have been established by use and/or prescription or by dedication and there may or may not be a record of said roads recorded in the Office of the County Recorder of Crow Wing County, Minnesota, and

WHEREAS, The township board of supervisors has determined it to be in the best interest of the township, the public and all parties concerned to determine and record the location of said duly established town roads, and

WHEREAS, The town board has caused to be prepared a road map indicating the location of said town roads contained in the township, and

WHEREAS, The town board held a public hearing on the proposal on the 7th day of May, 198⁵ at 7:30 o'clock P.m. and that notice of said hearing was provided according to law,

NOW, THEREFORE, BE IT RESOLVED, That the roads and road rights of way listed on the attached Exhibit "A" are hereby determined to be the duly established four-rod roads in said township and the roads and road rights of way listed on attached Exhibit "B" are hereby determined to be the duly established two-rod roads and cartways in said township.

BE IT FURTHER RESOLVED, That all town roads which lie upon and follow the boundaries of the township of Bay Lake Township and adjacent townships, or other abutting political units, are deemed to lie in equal proportion in the township and the abutting political units, unless expressly indicated otherwise.

That a copy of the township road map is on file with the Township Clerk and may be inspected and examined at reasonable times by calling the Clerk of the Township whose name is Gene Lofquist and whose telephone number is 678-2415.

YOU ARE FURTHER ADVISED that you may attend the meeting as scheduled above and to state your position with reference to the township adopting the proposed resolution.

Dated this 9th day of May, 198⁵.


Township Clerk

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Page 312

TOWN RESOLUTION.

AT A TOWN BOARD MEETING OF BAY LAKE TOWN IN CROW WING COUNTY, MINNESOTA,
HELD ON THE 7th DAY OF MAY, 1985, 7:30 O'CLOCK
P.M. AT THE BAY LAKE TOWN HALL IN SAID TOWN, SUPERVISOR WALTER E.
REMIS, INTRODUCED AND MOVED THE ADOPTION OF THE FOLLOWING
RESOLUTION:

WHEREAS, BAY LAKE TOWN IN CROW WING COUNTY, STATE OF MINNESOTA
CONTAINS A NUMBER OF ESTABLISHED TOWN ROADS, AND

WHEREAS, NEARLY ALL OF THE TOWN ROADS HAVE BEEN ESTABLISHED BY
DEDICATION OR BY USE AND THERE MAY OR MAY NOT BE A RECORD OF SAID
ROADS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CROW WING
COUNTY, MINNESOTA, AND

WHEREAS, IN ABSENCE OF SUCH RECORDS, THE TOWN BOARD OF SUPERVISORS
HAS DETERMINED IT TO BE IN THE BEST INTEREST OF THE TOWN, THE PUBLIC
AND ALL PARTIES CONCERNED TO DETERMINE AND RECORD THE LOCATION OF
SAID ESTABLISHED TOWN ROADS, AND

WHEREAS, THE TOWN BOARD HAS INVENTORIED AND NUMBERED SAID TOWN ROADS
AND HAS CAUSED A ROAD MAP TO BE PREPARED, INDICATING THE GENERAL
LOCATION OF SAID TOWN ROADS CONTAINED IN THE TOWN OF BAY LAKE, AND

WHEREAS, THE TOWN BOARD HELD A PUBLIC HEARING ON THE PROPOSAL ON THE
15th DAY OF JUNE, 1985, AT 9:00 O'CLOCK A.M. AND
THEREBY AND THEREAFTER CONFIRMED THEIR GENERAL LOCATIONS AND THE
DESCRIPTION OF SAID TOWN ROADS AND THAT NOTICE OF SAID HEARING WAS
PROVIDED ACCORDING TO LAW.

NOW THEREFORE, BE IT RESOLVED, THAT THE TOWN ROADS DESCRIBED HEREIN
ARE DEEMED TO BE AND ARE ESTABLISHED AS TOWN ROADS OF THE TOWN OF
BAY LAKE AS SET OUT IN THIS MAP AND EXHIBIT "A", AND THAT THE RIGHT
OF WAY SHALL BE MEASURED FROM THE EXISTING TOWN ROAD CENTERLINE.

BE IT FURTHER RESOLVED, THAT THE TOWN BOARD OF BAY LAKE RESERVES THE
RIGHT TO USE, IN LIEU OF THE EXISTING ROAD CENTERLINE, THE SECTION
OR SECTION SUBDIVISION LINES OR OTHER SURVEY LINES FROM RECORDS
PREPARED BY A REGISTERED LAND SURVEYOR FOR THE DETERMINATION OF THE
TOWN ROAD RIGHT OF WAY, IF SAID LINES ARE DETERMINED BY THE TOWN
BOARD TO BE WITHIN A PRACTICAL AND REASONABLE DISTANCE FROM THE SAID
~~EXISTING ROAD CENTERLINE.~~

BE IT FURTHER RESOLVED, THAT THE TOWN BOARD OF SUPERVISORS HAS MADE
AN ATTEMPT TO IDENTIFY THE GOVERNMENT LOT AND QUARTER QUARTER SECTION
IN WHICH THESE ROADS MAY BE LOCATED.

BE IT FURTHER RESOLVED, THAT THE TOWN OF BAY LAKE RESERVES THE RIGHT,
AFTER DUE NOTICE TO CHANGE THE DESCRIPTIONS PROVIDED HEREIN WITH A
MORE PRECISE DESCRIPTION, IF ONE BECOMES AVAILABLE BY THE FILING OF
A SUPPLEMENTAL RESOLUTION.

SUPERVISOR ALFRED E. MATTSON, SECONDED THE MOTION FOR THE
ADOPTION OF THE ABOVE RESOLUTION AND UNANIMOUSLY ADOPTED BY ALL MEMBERS
OF THE BAY LAKE TOWN BOARD.

WHEREUPON, SAID RESOLUTION WAS ADOPTED THIS 15th DAY OF JUNE, 1985.

[Signature]
CHAIRMAN, BAY LAKE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF JUNE, 1985.

ATTEST:  [Signature]
CLERK, BAY LAKE TOWN

[Signature]
NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF JUNE, 1985.

 [Signature]
NOTARY PUBLIC

[Signature]
NOTARY PUBLIC

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EXHIBIT "A"
BAY LAKE ROAD DESCRIPTIONS
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93-312

Bay Lake Town Road Number 5 - Old Highway 6

A 66 foot wide right of way easement for road purposes over, under and across a part of Government Lot 5, Section 3 and Government Lot 1, Section 4, Township 45, Range 28, Crow Wing County, Minnesota. The centerline of which is described as follows:

Beginning approximately 300 feet Southerly of the Northwest corner of said Government Lot 5 at the intersection of the existing traveled centerlines of Old Highway 6 and County State Aid Highway Number 14; thence Southerly along said centerline of Old Highway 6 approximately 400 feet to a wye in the road and there terminating.

Total length of road being 0.07 miles, more or less.

Bay Lake Town Road Number 6 - O'Brien Road

A 66 foot wide right of way easement for road purposes over, under and across a part of Government Lot 4, Government Lot 5 the Southeast quarter of Southwest quarter, the Southwest quarter of Southwest quarter and the Northwest quarter of Southwest quarter, Section 7, Township 45, Range 28, Crow Wing County, Minnesota. The centerline of which is described as follows:

Beginning approximately 600 feet Westerly of the Southwest corner of said Government Lot 4 at the intersection of the existing centerline of O'Brien Road and County State Aid Highway Number 8; thence Easterly, Southeasterly and Easterly along said centerline of O'Brien Road approximately 2,000 feet to the West line of said Government Lot 5 at a point thereon where the centerline of a Private Drive, dedicated in the Plat of ON-PA-WE LODGE is located and there terminating. Total length of road being 0.38 miles, more or less.

Bay Lake Town Road Number 7 - Clearwater Point Road

A 66 foot wide right of way easement for road purposes over, under and across a part of Government Lot 1, Government Lot 2 and the Northeast quarter of the Northwest quarter of Section 7, the Southeast quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 6 and Government Lot 2, Section 8, Township 45, Range 28, Crow Wing County, Minnesota (platted lots of record, contained herein, are excluded), the centerline of which is described as follows:

Beginning approximately 400 feet Westerly of the Northwest corner of said Government Lot 2, Section 7 at the intersection of the existing traveled centerline of Clearwater Point Road and County State Aid Highway Number 8; thence Easterly, Southeasterly, Northeasterly, Southeasterly and Easterly along said centerline of Clearwater Point Road approximately 3,800 feet to the East line of said Government Lot 1 at where the centerline of Timber Trail a road dedicated in the Plat of Clearwater Point is layed out and there terminating. Also included in this right of way easement is Timber Trail the road dedicated in the Plat of Clearwater Point.

Total length of road being 0.85 miles, more or less.

Bay Lake Town Road Number 8 - Nels Johnson Road

A 66 foot wide right of way easement for road purposes over, under and across a part of the Southeast quarter of Southwest quarter of Section 7, Government Lot 1 and Government Lot 2, Section 18, Township 45, Range 28, Crow Wing County, Minnesota. The centerline of which is described as follows:

Beginning at a point on the existing traveled centerline of O'Brien Road approximately 300 feet West of the West line of Government Lot 5, said Section 7 at where the existing traveled centerline of Nels Johnson Road intersects; thence Southerly, Westerly, Southwesterly and Southerly along said centerline approximately 3,500 feet to the North line of said Government Lot 2 and there terminating.

Total length of road being 0.66 miles, more or less.

935-312
20

31.00
 temp. vol.

RECEIVED
 ABST'D
 MARG'L
 REG. TAX
 REC'D
 COMPT

356467

STATE OF MINNESOTA)
 County of Crow Wing) SS

I hereby certify that the within instrument was filed in this office for record on the 30 day of Aug. A.D. 1985, at 9 o'clock A. M., and was duly recorded in Book 93 of

Misc. on page 312
Theresa S. Peterson

County Recorder

By _____ Deputy

935,312

33

SEVERED MINERAL.

1976

NON-REGISTERED LAND

FORFEITED DECEMBER 5, 1994

476135
1

1976

NON-REGISTERED LAND

476135

2

COUNTY AUDITORS CERTIFICATE EXECUTED PURSUANT
TO SUBDIVISION (4) OF SECTION 8, CHAPTER 278,
LAWS 1935, OR ANY AMENDMENTS THERETO

STATE OF MINNESOTA)
) SS
COUNTY OF CROW WING)

I ROY A. LOUKKONEN, AUDITOR OF THE COUNTY OF CROW WING, STATE OF MINNESOTA, DO HEREBY CERTIFY THAT AT THE SALE OF LANDS PURSUANT TO THE REAL ESTATE TAX JUDGEMENT ENTERED IN THE DISTRICT COURT IN SAID COUNTY, ON THE 20TH DAY OF APRIL 1977, IN PROCEEDINGS TO ENFORCE THE PAYMENT OF TAXES DELINQUENT ON REAL ESTATE FOR THE YEAR 1976, FOR SAID COUNTY, WHICH SALE WAS HELD AT THE OFFICE OF THE COUNTY AUDITOR IN SAID COUNTY, ON THE 9TH DAY OF MAY, 1977, THE FOLLOWING DESCRIBED PARCELS OF LAND, SITUATED IN SAID COUNTY AND STATE, TO-WIT:

476135

3

TAX PARCEL NUMBER: 50S062300000009
LEGAL DESCRIPTION: TOWN OF BAY LAKE
TOWNSHIP FORTY-FIVE (45) RANGE TWENTY-EIGHT (28) SECTION 6
SW1/4 OF NW1/4

TAX PARCEL NUMBER: 50S063200000009
LEGAL DESCRIPTION: TOWN OF BAY LAKE
TOWNSHIP FORTY-FIVE (45) RANGE TWENTY-EIGHT (28) SECTION 6
NW1/4 OF SW1/4

TAX PARCEL NUMBER: 50S0711010000009
LEGAL DESCRIPTION: TOWN OF BAY LAKE
TOWNSHIP FORTY-FIVE (45) RANGE TWENTY-EIGHT (28) SECTION 7
GOV LOT 1

TAX PARCEL NUMBER: 50S0712020000009
LEGAL DESCRIPTION: TOWN OF BAY LAKE
TOWNSHIP FORTY-FIVE (45) RANGE TWENTY-EIGHT (28) SECTION 7
GOV LOT 2

TAX PARCEL NUMBER: 50S0721000000009
LEGAL DESCRIPTION: TOWN OF BAY LAKE
TOWNSHIP FORTY-FIVE (45) RANGE TWENTY-EIGHT (28) SECTION 7
NE1/4 OF NW1/4

TAX PARCEL NUMBER: 50S0722000000009
LEGAL DESCRIPTION: TOWN OF BAY LAKE
TOWNSHIP FORTY-FIVE (45) RANGE TWENTY-EIGHT (28) SECTION 7
NW1/4 OF NW1/4

TAX PARCEL NUMBER: 50S0724030000009
LEGAL DESCRIPTION: TOWN OF BAY LAKE
TOWNSHIP FORTY-FIVE (45) RANGE TWENTY-EIGHT (28) SECTION 7
GOV LOT 3

TAX PARCEL NUMBER: 50S0731040000009
LEGAL DESCRIPTION: TOWN OF BAY LAKE
TOWNSHIP FORTY-FIVE (45) RANGE TWENTY-EIGHT (28) SECTION 7
GOV LOT 4

TAX PARCEL NUMBER: 50S0743050000009
LEGAL DESCRIPTION: TOWN OF BAY LAKE
TOWNSHIP FORTY-FIVE (45) RANGE TWENTY-EIGHT (28) SECTION 7
GOV LOT 5

TAX PARCEL NUMBER: 50S0921000000009
LEGAL DESCRIPTION: TOWN OF BAY LAKE
TOWNSHIP FORTY-FIVE (45) RANGE TWENTY-EIGHT (28) SECTION 9
NE1/4 OF NW1/4

476135

WERE EACH DULY BID IN FOR THE STATE, AND THAT EACH OF THE SAID PARCELS OF LAND STILL REMAIN UNREDEEMED.

I DO FURTHER CERTIFY THAT THE TIME FOR REDEMPTION OF EACH OF SAID PARCELS OF LAND HAS EXPIRED AFTER NOTICE GIVEN AS PROVIDED BY LAW, AND THAT ABSOLUTE TITLE TO EACH OF THE SAID PARCELS OF LAND HAS VESTED IN THE STATE OF MINNESOTA.

WITNESS MY HAND AND OFFICIAL SEAL THIS 14TH DAY OF DECEMBER, 1994.

Roy A. Luukkonen
ROY A. LUUKKONEN, COUNTY AUDITOR
CROW WING COUNTY, MINNESOTA

SEAL

Office of County Recorder
County of Crow Wing, Minn.

} SS. MICROFILMED

I hereby certify that the within instrument was filed
in this office for record on the 23 day of Dec
A.D. 1994 at 9 o'clock A.M.
and was duly recorded as Doc. No. 476135

Kathy Luderia
County Recorder
By Vicki Stange
Deputy

Auditors Office 262

Certificate of Real Estate Value Filed
SPLIT Y N N
No Delinquent Taxes
DATE: 09-16-2019
DEED TAX HEREON OF 1,518.00
Gary Griffin, by: TLW
Crow Wing County Auditor/Treasurer
Transfer Entered
50070524, 50070525

Document #: A922678
Date: 09-16-2019 Time: 01:11:45 PM Pages: 4
Fee: \$46.00 County: CROW WING State: MN
Requesting Party: First American Title Insurance C
Recorder: GARY GRIFFIN
COUNTY RECORDER
By: TW

E-CRV No. 1005637
DEED TAX DUE: \$1,518.00

Form No. 5-M-WARRANTY DEED
Individual(s) to Joint Tenants

DATE: August 30, 2019

FOR VALUABLE CONSIDERATION, Gary Bergren and Helen J. Bergren, married to each other, Grantor, hereby conveys and warrants to Steven G. Lindemer and Jennifer S. Lindemer, husband and wife Grantees, as joint tenants, real property in Crow Wing County, Minnesota, described as follows:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Check box if applicable:

- ☒ The Seller certifies that the seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed.
(if electronically filed, Insert WDC number _____)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

1523829
First American Title
Insurance Company

{ for
EASEMENT }

(Reference only)

A922678

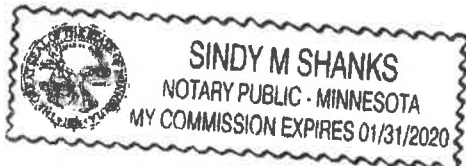
Gary A. Bergren
Gary A. Bergren
Helen J. Bergren
Helen J. Bergren

Affix Deed Tax Stamp Here

STATE OF MINNESOTA }
 } ss.
COUNTY OF CROW WING }

This instrument was acknowledged before me on **August 30, 2019**, by **Gary Bergren and Helen J. Bergren**,
married to each other.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK):



[Signature]
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for the real property described in this instrument
should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

**First American Title Insurance Company dba
Complete Title Services, Ltd
13432 Elmwood Drive, Suite 1**

**Baxter, MN 56425
1523829**

**Steven G. Lindemer and Jennifer S. Lindemer
22372 Evegreen Cir
Forest Lake, MN 55025**

* 922678
2

EXHIBIT 'A'

TRACT B:

That part of Government Lot 5, Section 7, Township 45, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of said Government Lot 5; thence North 89 degrees 55 minutes 31 seconds East, assumed bearing, 258.69 feet along the south line of said Government Lot 5 to the west line of the tract deeded to Kielty by the deed recorded as Document No. 424247 on file in the Crow Wing County Recorder's Office; thence North 00 degrees 04 minutes 29 seconds West 298.59 feet along said west line of Kielty tract and its northerly extension; thence South 88 degrees 06 minutes 12 seconds East 394.91 feet to the point of beginning of the tract to be described; thence reversing North 88 degrees 06 minutes 12 seconds West 394.91 feet to said northerly extension of the west line of Kielty tract; thence North 56 degrees 00 minutes 07 seconds East 255.84 feet; thence South 88 degrees 06 minutes 12 seconds East 229.57 feet; thence South 56 degrees 52 minutes 58 seconds East 175 feet, more or less, to the shore of Clearwater Lake; thence southwesterly along said shore to its intersection with the line that bears South 56 degrees 52 minutes 58 seconds East from the point of beginning; thence North 56 degrees 52 minutes 58 seconds West 83 feet, more or less, to the point of beginning.

Together with and subject to a 45.00 foot wide easement for ingress and egress purposes over and across that part of said Government Lot 5 and that part of Government Lot 1, said Section 7, the centerline of said easement is described as follows: Commencing at the southwest corner of said Government Lot 5; thence North 89 degrees 55 minutes 31 seconds East 258.69 feet along said south line of Government Lot 5 to said west line of Kielty tract; thence North 00 degrees 04 minutes 29 seconds West 298.59 feet along said west line of Kielty tract and its northerly extension; thence South 88 degrees 06 minutes 12 seconds East 50.00 feet to the point of beginning of the centerline to be described; thence reversing North 88 degrees 06 minutes 12 seconds West 50.00 feet to said northerly extension of the west line of the Kielty tract; thence South 89 degrees 55 minutes 31 seconds West 479.85 feet to the centerline of Nels Johnson road and said centerline there terminating.

TRACT C:

That part of Government Lot 5, Section 7, Township 45, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the Southwest corner of said Government Lot 5; thence North 89 degrees 55 minutes 31 seconds East, assumed bearing, 258.69 feet along the south line of said Government Lot 5 to the west line of the tract deeded to Kielty by the deed recorded as Document No. 424247 on file in the Crow Wing County Recorder's Office; thence North 00 degrees 04 minutes 29 seconds West 298.59 feet along said west line of Kielty tract and its northerly extension; thence South 88 degrees 06 minutes 12 seconds East 394.91 feet to the point of beginning of the tract to be described; thence reversing North 88 degrees 06 minutes 12 seconds West 394.91 feet to said northerly extension of the west line of Kielty tract; thence South 00 degrees 04 minutes 29 seconds East 163.59 feet along said northerly extension of the west line of Kielty tract to the northwest corner of said Kielty tract; thence North 89 degrees 55 minutes 31 seconds East 357 feet, more or less, along the north line of said Kielty tract to the shore of Clearwater Lake; thence northeasterly along said shore of Clearwater Lake to its intersection with the line that bears South 56 degrees 52 minutes 58 seconds East from the point of beginning; thence North 56 degrees 52 minutes 58 seconds West 83 feet, more or less, to the point of beginning.

922678
3

Together with and subject to a 45.00 foot wide easement for ingress and egress purposes over and across that part of said Government Lot 5 and that part of Government Lot 1, said Section 7, the centerline of said easement is described as follows: Commencing at the southwest corner of said Government Lot 5; thence North 89 degrees 55 minutes 31 seconds East 258.69 feet along said south line of Government Lot 5 to said west line of Kielty tract; thence North 00 degrees 04 minutes 29 seconds West 298.59 feet along said west line of Kielty tract and its northerly extension; thence South 88 degrees 06 minutes 12 seconds East 50.00 feet to the point of beginning of the centerline to be described; thence reversing North 88 degrees 06 minutes 12 seconds West 50.00 feet to said northerly extension of the west line of the Kielty tract; thence South 89 degrees 55 minutes 31 seconds West 479.85 feet to the centerline of Nels Johnson road and said centerline there terminating.

(Easement)

#922678
4

Platted Subdivision - 50070563 - Pogreba - Saved

Application

Application Summary Plat Invoice Timeline Documents Follow Up Related ▾

Primary Parcel number (PIN)	*  50070563 	
Parcel number	* 50070563	
Owner name	COBBLECREST PROPERTIES LLC	
Physical address	23001 CLEARWATER POINT RD	
Physical city	BRAINERD	
Physical zip	56401	
Township	 BAY LAKE TOWNSHIP	

Shoreland District	Yes
Shoreland Protection Zone	Yes
Riparian	Yes
Within 500ft of the Mississippi	No
Lake/River	CLEARWATER
Deeded acres	25.22
Zoning	SD

Owner Information

Name	* COBBLECREST PROPERTIES LLC	Mailing Street 1	+ 10549 Riverview Dr
Phone Number	+ 612-867-2747	Mailing Street 2	---
Email	+ rsbros@rmbros.net	Mailing City	+ Eden Prairie
		Mailing State	+ MN
		Mailing Zip code	+ 55347

Application Type

 Platted Subdivision 



Applicant Information

Applicant	*  Tyler Pogreba 	
Is Applicant the Property owner	* I am not the owner.	▾
Authorized Agent Name	Look for Authorized Agent Name	
Public Hearing Agent Type	Surveyor	▾
Contractor License Number	59005	
Email	darcie.french@widseth.com	
Phone	218-316-3672	
Assisted at Counter	☒ No	
Customer Service Rep		
Application Submit Date	 4/27/2026	

Preliminary or Final Plat

Is this a preliminary plat or final plat?

Final plat

Required Items - Preliminary Plat

Development Review Team (DRT) Meeting

Yes

DRT Meeting Date

M/d/yyyy

Are you submitting preliminary plat and final plat together

No

Is a survey on file following the requirements of Article 9 & 44 of the Land Use Ordinance

No

Enter number of proposed lots

Enter number of proposed Out-lots

Do all lots have access to a 66' wide road?

No

Required septic information on file

No

Is wetland info on file with CWC?

No

Required Items - Final Plat

Is a preliminary plat on file?

Yes

Are you submitting preliminary plat and final plat together

No

Is final plat in 1st Assessment Township?

No

If yes, are you submitting engineered construction plans for any roads, stormwater, and/or other improvements required or proposed?

No

Are all conditions provided by the planning commission for the preliminary plat completed

Yes

Have monuments been set?	No
If no, when will they be?	6/1/2026
Title Commitment uploaded in application?	Yes

Findings of Fact

Does the proposed plat conform to the County's Comprehensive Plan?	Yes
Is the proposal consistent with the existing County Subdivision Ordinance? Specify the applicable sections of the ordinance.	Yes, Section 9.6
Are there any other standards, rules or requirements that this plat must meet? Specify other required standards.	No
Is the proposed plat compatible with the present land uses in the area of the proposal?	Yes
Does the plat conform to all applicable performance standards in Article 4.5 of the Subdivision Ordinance?	Yes
How are the potential environmental impacts being resolved? (Does the plat meet County standards?) Explanation should include: Stormwater, Erosion/Sediment Control, Wetlands, Floodplains, Shoreland, Septic Systems	Proper shoreland protection measures have been completed.
Have the potential public health, safety or traffic generation impacts been addressed?	Yes